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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

THE REPORT of the Chester and North Wales Incorporated Law Society, which we print elsewhere, reveals a novel application of the Dutch auction system to legal work. It appears that the Rhyl Urban District Council some time ago invited local solicitors to tender for the preparation of a conveyance of land purchased by the council for artizans' dwellings. We have heard of purchasers in a certain northern town journeying from solicitor to solicitor to beat down the costs of their conveyances, but we do not recall any instance in which a public body has assumed that there are solicitors willing to underbid their brethren. It is greatly to be hoped that the resolution adopted by the society prevented any tender from being sent in; and we think that the attention of the Council of the Incorporated Law Society should be drawn to the matter.

THE MONEY-LENDING BILL which has been introduced in the House of Lords by Lord JAMES incorporates the amendments which were made when the original Bill was in Committee of that House last year. The first clause in the present Bill empowers the court under specified circumstances to re-open money-lending transactions. This it can do when the money-lender is taking proceedings to recover money lent or to enforce his security, and when the court has reason to believe (1) that the rate of interest exceeds the rate mentioned in the schedule to the Bill, or that the amounts charged for expenses, renewals, &c., are excessive; and (2) that the transaction is harsh and unconscionable. The rates of interest specified in the schedule are—for a loan not exceeding £2, 25 per cent.; from £2 to £10, 20 per cent.; and above £10, 15 per cent. per annum. These limits have been raised from the 10 per cent. limit formerly proposed, and the second requirement—that the court must consider the transaction harsh and unconscionable—is also an amendment. Mere excess in the rate of interest will not give the court jurisdiction. Under the clause now proposed, the real nature of the transaction must also be examined before any question of re-opening it is entertained. The court may also interfere at the instance of the borrower, although no proceedings are pending by the money-lender, but it is provided that the rights of a *bond fide* assignee or holder for value without notice are not to be affected. The various regulations to which money-lenders are to be required to conform are given in clause 2. These are as follows: (*a*) The money-lender must register himself under his own or usual trade name, with all the addresses at

which he carries on business; (*b*) he must only carry on business in his registered name, and at his registered address or addresses; (*c*) his agreements and securities must all be in his registered name; and (*d*) he must on reasonable request, and on tender of a reasonable sum for expenses, furnish the borrower with a copy of the documents relating to the loan. Substantially these are the requirements of the former Bill, but in accordance with an amendment made in committee, the provision that upon any breach the contract of loan would be void has been dropped, and, instead, failure to register, or to comply with any of the other requirements, is to be an offence punishable on summary conviction with a fine not exceeding £100.

THE EDUCATION of the young, it may be admitted, is an ennobling pursuit, but it has its drawbacks, chiefly owing to the freaks of the raw material upon which it is exercised. In general the schoolmaster is able to retaliate upon his tormentors with effect. Sometimes he suffers in silence. But if neither retaliation nor long suffering will ease his soul, he has still, as *Eady* v. *Eldon* shews, a chance of redress in the High Court. What is the point, however, at which the law will interfere? This is a subject upon which Mr. Justice RIDLEY has had to expatiate—somewhat vaguely, we fear—to a special jury this week. The particular provocation on which the plaintiff—the schoolmaster—relied was the burning down of the school premises; the author of the burning down was the defendant—the boy; the boy's object was to escape from school. Stated thus shortly, the schoolmaster's case seems to call loudly for legal redress, and his claim has been admitted. In Mr. Justice RIDLEY's phrase, the master undertakes the risk of "the wear and tear of school furniture by knocking about and kicking the doors," but no more. What is the exact point in the reference to kicking the doors we do not pretend to know, but the sort of damage at which the learned judge darkly hints obviously stops short of arson, and if the master's pupils burn his house about his ears he ought to have a remedy against someone, though we fear it is only against the culprits themselves. Hence in the present case, so far as we can gather, the action was brought against the boy only, and to him apparently the plaintiff must look for the £450 damages which the jury gave him. He had very nearly, however, put himself out of court by his mode of doing business. He advertised for boys who were difficult to manage, and he was taken too literally at his word. Apparently the defendant was about as difficult a boy to manage as is to be found within the four seas. But to such a bargain as the plaintiff made the jury felt it necessary to put limits, and they did not think it saddled him with all the consequences of the defendant's eccentricities. In future schoolmasters who aspire to exercise their art on the more perverse specimens of that animal *ferœ naturæ* known as "boy" will do well to scrutinize critically the material which is brought to them.

THE DIFFERENCE in the Court of Appeal (LINDLEY, M.R., VAUGHAN WILLIAMS and ROMER, L.JJ.) in *Allen* v. *Gold Reefs of West Africa* (*Limited*) (reported elsewhere) is probably typical of the doubt which most lawyers would feel upon the question involved. Stripped of immaterial details, the case was shortly as follows: A company by its original articles takes a lien upon unpaid shares, but not upon fully-paid shares, for the liabilities of the shareholders to the company. It issues to A. a number of fully-paid vendor's shares and also shares which are to be paid for in cash. Calls are made on the latter shares, but they are not all paid, and A. becomes indebted to the company in a considerable sum. In order to secure payment the company alter their articles so as to give themselves a lien upon fully-paid shares as well as upon unpaid shares, and then claim a lien upon A.'s vendor's shares. Is such a lien well created? KEKEWICH, J., held that it was not, and VAUGHAN WILLIAMS, L.J., has agreed with him. The Master of the Rolls and ROMER, L.J., have taken the opposite view, and so the lien stands. By section 50 of the Companies Act, 1862, a company is empowered to alter, in the prescribed manner, the regulations in the articles, and *primâ facie*, therefore, any alteration made by special resolution forthwith becomes binding upon all the members of the company. But it is one thing to alter articles which deal only with the administration of the company, or which purport to regulate future rights, and quite another to affect in this way rights which have been already acquired. In the course of his judgment, LINDLEY, M.R., pointed out two cases in which such alteration of existing rights has been permitted—*Andrews* v. *Gas Meter Co.* (1897, 1 Ch. 361), where a company was allowed by special resolution to take power to issue preference shares; and *Pepe* v. *City, &c., Building Society* (1893, 2 Ch. 311), where a building society was allowed to alter its rules so as to affect the priority of a member who had given notice of withdrawal; and undoubtedly these cases carry the argument in favour of the alteration in the present case a long way. But it may be suggested that there is a distinction between alterations which purely affect the adjustment of the rights of shareholders *inter se*, and an alteration which makes shares liable for debts contracted with the company. Moreover, the alteration in question has special features of its own, both in relation to vendor's shares and in relation to the quotation of shares on the Stock Exchange. If a vendor has contracted to sell property to a company in exchange for paid-up shares free from any lien, it seems to be a somewhat serious interference with the contract for the company afterwards to be permitted to impose a lien. The immediate effect of this is to render the shares unquotable on the Stock Exchange, and the market value will probably be at once reduced. Upon this ground, in part, VAUGHAN WILLIAMS, L.J., held the alteration to be bad, but, as we have stated, the majority of the court disagreed with him and were prepared to allow the power of altering the articles to be exercised to its fullest extent, as well with regard to vendor's shares as to cash shares. This seems to place a minority of shareholders very much at the mercy of the majority.

THE TRIAL for child murder at the Old Bailey ended in a verdict of guilty against the woman WILLIAMS, but in the acquittal of her husband. The jury, however, in delivering their verdict, stated that they found the male prisoner guilty as an accessory after the fact. This, of course, was a verdict which could not be found upon an indictment for murder, but the prosecuting counsel proposed to proceed against the man upon a second indictment charging him with being an accessory after the fact to his wife's felony. The judge, however, expressed some disapproval of this course, and counsel not pressing his view, no evidence was offered for the Crown and the prisoner was discharged. It is not quite clear from the newspaper reports why the judge did not wish the further charge to be gone into, but most people will probably agree that it is not desirable that a husband should be convicted of being accessory after the fact to a crime committed by his wife. It may further be questioned whether in law a man can be so convicted. In Stephen's Digest of the Criminal Law it is stated that "every one is an accessory after the fact to felony who, knowing a felony to have been committed by another, receives, comforts, or assists him in order to enable him to escape from punishment, . . . provided that a married woman who receives, comforts, or relieves her husband, knowing him to have committed a felony, does not thereby become an accessory after the fact." The work is silent, however (strange to say), as to whether the husband can be convicted as an accessory after the fact to the wife's crime, and the point does not seem to have ever received judicial attention, though HALE specifically states that the husband may be so convicted. The rule as to the wife's immunity is well established and beyond question, and the reason for it is thus stated in Russell on Crimes: "The law has such a regard to the duty, love, and tenderness which a wife owes to her husband that it does not make her an accessory to felony by any receipt whatever which she may give to him; considering that she ought not to discover her husband." But surely the same reason applies exactly where the positions of the man and woman are reversed. Surely the man owes his wife just as much love and tenderness, and it is just as unnatural for him to "discover" his wife as for her to "discover" him. When a revolting crime like the recent child murder is revealed, the feeling of indignation aroused against the principal offender is apt to extend to everyone in any way

connected with such an act. In considering the law applicable to the case, however, we must put all such considerations aside, and approach the question as if it were a mere case of larceny. Can, then, anyone give any good reason why a wife may shield her guilty husband from justice, while a husband commits a crime if he shields his guilty wife? We venture to say that no such reason can be given, and that it would be just as repulsive to all good feeling to punish a husband for sheltering his wife as to punish the wife for aiding her husband. However bad the woman may be, her husband ought to support and protect her to the best of his ability, and there would be something almost indecent in a man turning his wife out of doors and giving information to the police if he discovered she had committed some felony. It is perhaps a pity that the charge against WILLIAMS was not proceeded with, for then this interesting poing might have been settled. It is submitted, however, that HALE is wrong, and that a man cannot be convicted as accessory after the fact to his wife's felony.

THE CASE of *Greene* v. *St. John's Mansions* (*ante*, p. 175) raises some interesting points with regard to the practice under order 18*a* of the Rules of the Supreme Court. Practice under that order is more a matter of academic interest than of practical importance, for although the small group of ingenious provisions contained in order 18*a* bears the somewhat pretentious title of "Trial Without Pleadings," we are probably well within the mark in saying that of all the actions in the High Court tried without pleadings not one-twentieth part are brought under that order. However, there it stands as part of the code of Rules of the Supreme Court, and in the case above mentioned we have a decision on a point of procedure under it, which a Divisional Court found so puzzling that the learned judges took time to consider their judgment. The question was extremely simple in itself. Order 18*a* provides that a plaintiff may proceed to trial without pleadings if he indorses his writ with a sufficiently complete statement of his claim, and also with a statement that if the defendant appears he intends to proceed to trial without pleadings. He may then, within ten days after appearance, deliver a twenty-one days' notice of trial, subject to the right of the defendant to apply within the same time for delivery of a statement of claim. It may be observed, by way of parenthesis, that these time-fixtures run concurrently, so that notice of trial may be delivered before the defendant applies for, and possibly obtains, an order for pleadings, which would cancel the notice of trial. This is awkward, and might be troublesome if order 18*a* were much resorted to, but as such a thing rarely happens it does not matter. If we turn to order 13, we find a series of provisions regulating procedure in default of appearance. Rule 12 provides that if the action is neither for a liquidated demand, nor damages, nor recovery of land, nor detention of goods, the plaintiff must proceed to judgment by filing a statement of claim in default of appearance against the defendant. Having done that, he can, on the expiration of the time for defence, give notice of motion for judgment in default of defence under ord. 27, r. 11. In *Greene* v. *St. John's Mansions* (*ubi supra*) the plaintiff was puzzled (as well he might be) when he tried to reconcile the different rules above mentioned with one another. He had stated on his writ, as directed by order 18*a*, that he was going to trial without pleadings. He had indorsed his writ with a full statement of his claim for a declaration that a certain agreement was determined and was at an end. He imagined that as he had already served the defendant personally with this statement of his claim, he could not be required to deliver a statement of claim to the defendant by filing it in default under ord. 13, r. 12. He, therefore, proceeded to deliver notice of motion for judgment under ord. 27, r. 11, without first filing a statement of claim in default under ord. 13, r. 12. When his motion came on, however, a new difficulty presented itself. Ord. 27, r. 11, says, "and such judgment shall be given as upon the *statement of claim* the court or a judge shall consider the plaintiff entitled to." Was there a statement of claim before the court? There was the writ indorsed according to ord. 18*a*, r. 1, with "a statement sufficient to give notice of the nature of his (the plaintiff's) claim." But was that a statement of claim within the meaning of ord. 27, r. 11? The court has held that it was not, and that before moving for judgment under that rule the plaintiff would be compelled to file a statement of claim in default against the defendant under ord. 13, r. 12. What the actual material difference may be between a "statement of claim" and "a statement sufficient to give notice of the nature of the claim" under order 18*a* we have no indication.

IT MUST be confessed that the new procedure in the High Court is gradually developing puzzles of its own creation, especially in the multiplication of names as applied to documents which are pleadings in fact, but under the new dispensation are not on any account to be called pleadings. A plaintiff who commences an action by writ may indorse it with an "indorsement of claim" as in Appendix A., Part III, to the Rules of the Supreme Court. He has, until recently, been entitled to follow with a "statement of claim" as in Appendix C. He may also specially indorse his writ, and such special indorsement is "deemed to be the statement of claim" (ord. 21, r. 1 (*a*)). When order 18*a* was passed, a plaintiff suing thereunder was bound to indorse his writ with "a statement sufficient to give notice of the nature of his claim." Until the decision above referred to, the general impression prevailed that such statement was to be substantially equivalent to a statement of claim. In actions in the Commercial Court, again, pleadings are never, or very rarely, permitted. The plaintiff is directed to deliver "points of claim," and the defendant "points of defence." This practice has extended to actions coming under order 30 (summons for directions). When the Judicature Act, 1873, was drafted the possibility of these developments of new terms appears to have been foreseen. In section 100 of that Act the term "pleading" is defined as "the statements in writing of the claim or demand of any plaintiff, and of the defence of any defendant thereto." It would appear, therefore, that these various documents embodying the plaintiff's claim, by whatever new name they may be called, do, in fact, all of them, fall within the definition of "pleading" contained in the principal Act. But perhaps it is unkind to call attention to the fact that the almost abolished pleadings have been replaced by documents which, though bearing other names and assuming various disguises, are pleadings still according to the statute.

THE DECISION in *Greene* v. *St. John's Mansions* becomes more interesting when we come to fit it into procedure and endeavour to estimate its precise effect on actions under order 18*a*. There was only one defendant in that case, a circumstance which greatly diminished the difficulty of the question involved. Order 18*a* is drawn in terms which contain no indication that an action brought thereunder might be against two or more defendants who might separate in their defences. This, however, is a very common circumstance in all kinds of actions, and in estimating the effect of *Greene* v. *St. John's Mansions* it must be taken into consideration. Summed up in a few words, that case decides that the court has no power, on motion for judgment under ord. 27, r. 11, to give judgment except upon an actual statement of claim; and that, no matter how fully and sufficiently the plaintiff may state his claim in the indorsement of his writ under order 18*a*, such indorsement cannot be accepted as a statement of claim within ord. 27, r. 11. How does this decision affect a similar action for trial without pleadings under order 18*a* against two defendants, one of whom appears and the other of whom fails to appear? Let us suppose that the defendant who appears applies under rule 3 for a statement of claim and that his application is refused. The ground of such refusal would be that the indorsement of the writ contained a sufficient statement of the plaintiff's claim, as indeed a writ under order 18*a* probably would. The parties would then go to trial on the indorsement of the writ. The plaintiff would have to give notice of trial within ten days from appearance against the defendant who had appeared (rule 2). As regards the defendant in default, he would have to give notice of motion for judgment

under ord. 27, r. 11, such motion to come on at the same time as the trial. Before doing so, however, he would be compelled, in accordance with the decision in *Greene* v. *St. John's Mansions*, to file a statement of claim against the defaulting defendant under ord. 13, r. 12. At the trial there would be two documents before the court embodying the plaintiff's claim: one the indorsement of the writ, which a judge had held to be sufficient, and the other a formal statement of claim. If these two documents contained any material differences it would be an extremely awkward and clumsy arrangement. If they were practically identical, then it is obvious that the necessity placed upon the plaintiff of merely repeating the indorsement of his writ personally served on the defendant, and repeating it in the form of a statement of claim, and filing it in default against the defendant he had served with it, would be putting him to needless expense and trouble.

A POINT of municipal election law was decided by Mr. Justice BUCKNILL last week in the case of *Reg.* v. *Law*. The defendant had been tried at the Cardiff Assizes on an indictment (charging him with illegal treating at a municipal election) preferred by a private prosecutor under the Municipal Elections (Corrupt and Illegal Practices) Act, 1884, and had been acquitted by the direction of the judge. The question was whether the prosecutor was liable to pay the costs incurred by the defendant by reason of the indictment, and it turned upon the effect of the incorporation in the Act of 1884 of earlier enactments relating to the payment of such costs. Section 30 of the Act of 1884 provides that "subject to the other provisions of this Act, the procedure for the prosecution of a corrupt or illegal practice . . . committed in reference to a municipal election . . . and all other proceedings in relation thereto . . . shall be the same as if such offence had been committed in reference to a parliamentary election," and certain sections, including section 53 of the Corrupt and Illegal Practices Prevention Act, 1883, "shall apply accordingly as if they were re-enacted in this Act with the necessary modifications." Turning to section 53 of the Act of 1883, we find that it enacts that "sections 10, 12, and 13 of the Corrupt Practices Prevention Act, 1854 . . . shall extend to any prosecution or indictment for the offence of any corrupt practice within the meaning of this Act." Finally, section 12 of the Act of 1854 provides that "in the case of any indictment or information by a private prosecutor for any offence against the provisions of this Act, if judgment shall be given for the defendant, he shall be entitled to recover from the prosecutor the costs sustained by the defendant by reason of such indictment or information, such costs to be taxed, &c." It was contended on behalf of the prosecutor that section 30 of the Act of 1884 applied the provisions of the two earlier Acts only to questions of the procedure for the prosecution and not to questions of costs; but it will be observed that the section applies the incorporated enactment in respect of "all proceedings" relating to the prosecution, and also (as the learned judge pointed out) that section 12 of the Act of 1854, which is incorporated, deals with costs and with nothing else. The incorporated enactments must in fact be read into the Act of 1884, and when this is done it is clear that a successful defendant to an indictment for a corrupt practice at a municipal election is entitled to the same right in respect of his costs as is conferred by section 12 of the Act of 1854 on a person in a similar position where the proceedings relate to a parliamentary election.

The Republic of Mexico has, says the *Albany Law Journal*, established a new precedent in the infliction of the death penalty. The condemned was sentenced to be shot inside the walls of the prison, and an admittance fee of 25 cents was charged all persons desiring to witness the execution, the proceeds (or, as they would be termed in sporting parlance, the "gate receipts") to go to the widow of the condemned man.

The appeal of a law student of Gray's-inn against the decision of the benchers of that society, who refused to call him to the bar, was heard at the House of Lords on Saturday before the Lord Chancellor, Sir Francis Jeune, and Justices Stirling, Bigham, Darling, and Cozens-Hardy. The last appeal of this character was heard some years ago, and was also from Gray's-inn. The proceedings were private.

COMPULSORY LICENCES TO USE PATENTED INVENTIONS.

IT is within the strict legal rights of a patentee (subject to what is herein mentioned) to limit the use of a patented invention or the production of a patented article to any extent he pleases. Again, he can supply the patented article subject to such conditions as he chooses to impose, which conditions bind the purchasers from him and all others who subsequently buy with binding notice of the conditions. He can even act the part of "dog-in-the-manger" by refusing to use the patented process or supply the patented article at all or licence anyone else to do it. Until the Patent Act of 1883 there was no method, or at all events no direct method, by which this dog-in-the-manger policy could be counteracted, and the worst feature of it was that it was capable of being used to the detriment of British industries, and the only wonder is that it has been so little used for this purpose. A foreigner who had invented a process might patent it in his own country and then patent it in England, and, having patented it in England, he might say, "I will not use in England this process which I have patented, or licence anyone else to use it in England," and thus keep the industry not only in his own hands, but also in his own country.

It was to remedy these various mischiefs that section 22 was inserted in the Patent Act of 1883. That section is as follows: "If, on the petition of any person interested, it is proved to the Board of Trade that by reason of the default of a patentee to grant licences on reasonable terms—(*a*) the patent is not being worked in the United Kingdom; or (*b*) the reasonable requirements of the public with respect to the invention cannot be supplied; or (*c*) any person is prevented from working or using to the best advantage an invention of which he is possessed, the Board may order the patentee to grant licences on such terms as to the amount of royalties, security for payment, or otherwise, as the Board, having regard to the nature of the invention and the circumstances of the case, may deem just, and any such order may be enforced by *mandamus*." This section, as it will be observed, empowers the Board of Trade, on a petition being presented to it, to order a patentee to grant licences practically on such terms as the Board may think just, for there is no appeal from the Board of Trade in the matter. It will also be observed that the petitioner must of course be a person interested, but the nature or extent of his interest is undefined. The petition must be based upon a default by the patentee to grant licences on reasonable terms—that is, of course, terms which appear reasonable to the Board of Trade; and the petitioner must also prove one of three things—either that the patent has not been worked at all in the United Kingdom, or that the reasonable requirements of the public with respect to the invention cannot be supplied, or that some person is prevented from working or using to the best advantage an invention of which he is possessed. The last alternative covers the case of a person having invented a a substantial improvement upon a patented article or patented machine, and not being able to obtain a reasonable licence from the patentee so as to put his improved article or machine on the market.

The most curious thing in connection with this section is, that although it has been on the Statute Book since 1883, no practical use of it appears to have been made until 1897; at all events there is no report of any application to the Board of Trade under the section until the latter year. It is generally suggested that this is due to the fact that by the terms of the Act the section does not apply to patents in existence when it came into operation—in other words, it only applies to patents granted since 1883—but inasmuch as the patents granted since that date can be counted by hundreds, we think that the reason must be looked for elsewhere, and that the true reason is the unsatisfactory nature of the procedure under the section for obtaining a compulsory licence.

It is the Board of Trade that has the jurisdiction to entertain the petition, but how is the jurisdiction practically exercised? Section 102*a*, added to the Patent Act in 1885, provides that all things required or authorized under the Act to be done by, to, or before the Board of Trade may be done by, to, or before

the president, or a secretary, or an assistant secretary of the Board. Rules 60 to 66 of the Consolidated Patent Rules made under the Patent Acts provide, to a certain extent, the procedure upon a petition for a compulsory licence. Under these Rules, if the Board of Trade is of opinion upon the petition and the evidence (if any) by affidavits, statutory declarations, and other documents tendered by the petitioner that a *primâ facie* case for relief has been made out, the petitioner is required to deliver to the patentee copies of the petition, and evidence, if any, and fourteen days is given to the patentee to leave evidence in reply, and the 66th Rule is as follows: "Subject to any further directions which the Board of Trade may give, the parties shall then be heard at such time before such person or persons in such manner and in accordance with such procedure as the Board of Trade may, in the circumstances of the case, direct, but so that full opportunity shall be given to the patentee to shew cause against the petition."

Under the last-mentioned Rules the Board of Trade have adopted, for the time being at all events, a scheme of procedure which provides for a reference of the petition and evidence to "a legal expert in patent law," who apparently must be a barrister. He first reports upon the petition and the evidence in chief (if any) whether an order should be made or not. If an order is not refused at once, the petitioner is to appear before the legal expert. After the attendance of the petitioner the legal expert reports to the Board of Trade whether in his opinion a *primâ facie* case has been made out. If a *primâ facie* case is made out, the petition and the whole of the evidence is again submitted to the legal expert to advise as to further directions or the hearing of the petition under rule 66. If a hearing is determined on, the Board of Trade fix the time and place of the hearing and inform the parties. The hearing then takes place before the legal expert, who at the close of the hearing reports* to the Board of Trade, and the Board of Trade then issue their order. This order, as appears from the reported cases, will either be a refusal or an order on the patentee to grant a licence or licences in a definite form, which is stated in a schedule to the order (for such a licence see 15 R. P. C. p. 743). Here it should be observed that the Board of Trade has no jurisdiction to award costs, and consequently if a petition for a compulsory licence is refused, the patentee, although successful, gets no costs, in spite of the fact that he may, and probably will, have been put to very great expense in resisting the petition. This seems manifestly unfair, and ought to be remedied.

It is possible now to understand the present method of working under section 22, because the few cases under it are reported either in the Patent Office Reports or in Mr. Gordon's useful book on Compulsory Licences. There have been in all seven of these cases. In two a compulsory licence was granted; in three the petition was dismissed; and in the other two the hearings were directed to stand over *sine die*. As one has thus stood over since March, 1898, and the other since March, 1899, these two cases may both be considered as having collapsed. The first of these cases (which is reported in 15 R. P. C., p. 727) was a petition by a foreign company for a licence under the the Welsbach Patent. This was heard before Mr. Roger Wallace, Q.C., as legal expert, on the 17th and 19th of November, and the 17th and 20th of December, 1897, and the 17th, 19th, and 20th of January, and the 10th of February, 1898. An order of the Board of Trade dismissing the petition was made on the 19th of May, 1898. The last case (reported in 16 R. P. C., p. 641) was a petition by the Gormully and Jeffery Manufacturing Co. for a licence under Bartlett's well-known patent for cycle tyres. The petition was presented on the 28th of June, 1898, and it was heard before Mr. Bousfield, Q.C., as legal expert on the 13th, 14th, 17th, 23rd, and 27th of March, 1899. On the 27th of July, 1899, the Board of Trade dismissed the petition and made no order thereon. In both these cases counsel (leaders as well as juniors) appeared for the parties before the legal expert. In the last case a considerable number of witnesses were called to give *viva voce* evidence, as also happened in most of the other cases to which no detailed reference here is deemed necessary. It is quite evident from the reports of these cases that the costs have been very great—in fact as great, if not greater, than the costs of a patent action fought out in court.

The section under consideration, although right in principle, has thus been a practical failure. Nor are we surprised thereat, for the present method of working under the section seems most unsatisfactory. In the first place, as we have pointed out, the costs of the proceedings are undoubtedly too great; in the second place, it will be observed that the proceedings are very lengthy and apparently unduly prolonged. In the first case which we have specifically mentioned, we do not know the date on which the petition was presented, but it must have been in the middle of 1897, because the first hearing before the legal expert was on the 17th of November, 1897, and as the order of the Board of Trade was not made until the 19th of May, 1898 (three months after the last hearing before the legal expert), it is obvious that the proceedings extended nearly, if not quite, a year. In the last case, which we have specifically mentioned, the petition was presented on the 28th of June, 1898, and the first hearing before the legal expert was not until the 13th of March, 1899 (nearly nine months after the presentation of the petition), and although the last hearing before the legal expert took place on the 27th of March, 1899, the order of the Board of Trade was not issued until the 27th of July (four months afterwards). Again, it can hardly be said that the method of hearing the petition is a satisfactory one. The hearing, being before a legal expert, has the same results as a hearing before an arbitrator. It is fragmentary, and not continued *de die in diem*, as it should be; and without any disrespect to the forensic abilities of the eminent counsel whom the Board of Trade have called in to act for it, we cannot help thinking that the want of judicial experience greatly handicaps them in dealing with a long and complicated case under the section.

It is easier to pick holes than to mend them. It is easier to suggest the defects in the present procedure on petitions for compulsory licences than the remedies, but we are strongly of opinion that if the Board of Trade is to continue to have the jurisdiction to decide whether a compulsory licence ought to be granted or not under section 22, some means must be adopted for making the exercise of that jurisdiction simpler, cheaper, and much more expeditious than it is at present. With regard to the tribunal that is to hear the petition, we think one of the Law Officers or the Comptroller-General of Patents would afford a more satisfactory tribunal than the one which is now resorted to. They all at present exercise judicial functions in matters connected with patents, and therefore have judicial experience. If, however, the present practice is in other respects to continue, then it seems desirable that the Board of Trade should have power to refer the hearing of the petition to the High Court, in the same way as they have the power (under sections 62 and 69 of the Patent Act, 1883) to refer to the court appeals to them from the Comptroller-General in trade-mark matters.

* The report of the legal expert is not published and, of course, is not binding on the Board of Trade.

THE ORDER OF PAYMENT OF DEBTS.

II.

It is obvious that difficult questions are raised by the judgment in *Re Leng* (1895, 1 Ch. 652) as to the order in which debts are now payable by an executor or administrator and in administration in the Chancery Division; but it is submitted that until *Re Maggi* (20 Ch. D. 545) and the cases which have followed it are directly overruled, debts are payable in the following order: First, Crown debts. The Crown is not mentioned in the Preferential Payments in Bankruptcy Act, 1888, and does not appear to be bound thereby in so far as the Act alters the law with regard to the order of payment of debts in the winding up of companies and in administration. The Crown, therefore, appears to retain its prerogative of priority of payment, notwithstanding that in bankruptcy and in the administration in bankruptcy of deceased debtors' insolvent estates Crown debts are placed on an equal footing with others by the effect of section 150 of the Bankruptcy Act, 1883. Secondly, the debts preferred by particular statutes, as debts due to a registered friendly society from its officer for money of the society in his possession. Thirdly, the debts payable preferentially by the Preferential Payments in Bankruptcy

Act, 1888. Fourthly, registered judgments against the deceased. Fifthly, recognizances. Sixthly, judgments against the executor or administrator on the deceased's specialty or simple contract liabilities in order according to the date of judgment. According to the order of payment of debts given in 2 Seton on Decrees, 1201 (5th ed.), such judgments ought to be satisfied in priority to recognizances; but it is submitted that this is a mistake. A creditor who has obtained judgment against an executor or administrator is entitled to be paid in priority to other creditors whose debts are of the same degree as that on which the judgment was obtained; but he has no priority over creditors whose debts are of superior degree to the liability on which he sued. Thus, before Hinde Palmer's Act judgments against an executor on a simple contract debt of the testator's were postponed to his debts by special contract on which no judgment had been obtained: *Jennings* v. *Rigby* (33 Beav. 198); see also *Sawyer* v. *Mercer* (1 T. R. 690), Wentworth's Executors, 261 to 282 (14th ed.); Williams' Executors, 999, 1021, 1029 (7th ed.), 861, 879 (9th ed.). And although it has been held that by the effect of Hinde Palmer's Act a judgment against an executor on a simple contract debt of the testator's ought now to be paid in preference to the testator's debts by special contract (*Re Williams*, L. R. 15 Eq. 270), this decision is no authority for the proposition that judgments against an executor or administrator on the deceased's liabilities by specialty or simple contract ought to be satisfied in priority to recognizances. Seventhly, other debts incurred for value, whether by specialty or simple contract, including unregistered judgments against the deceased: *Van Gheluve* v. *Nerincks* (21 Ch. D. 189). Eighthly, debts in respect of a loan to a person engaged or about to engage in any business on a contract that the lender shall receive a rate of interest varying with the profits, or shall receive a share of the profits of the business, or in respect of the share of the profits contracted for by the seller of the goodwill of a business in consideration of a share of the profits: Partnership Act, 1890, s. 3. Ninthly, a wife's claim for money or other estate lent or entrusted by her to her husband for the purpose of any trade or business carried on by him. Tenthly, voluntary bonds and covenants.

The case of *Re Bentinck* (1897, 1 Ch. 673) affords some support to the contention that debts are still payable in the above-mentioned order, notwithstanding the case of *Re Leng*. In that case STIRLING, J., held that a simple contract debt due to the Crown has priority, in the administration of the deceased debtor's estate in the Chancery Division, over his other debts by simple contract, though not over his debts by specialty; but it does not appear that any question arising out of the judgment in *Re Leng* was argued. It is submitted, however, that in any case an executor or administrator administering an insolvent estate out of court ought to have strict regard to the above-mentioned priorities. For he will be right in doing so if it should be established in a higher court that debts are still payable in the old order in administration out of court or in the Chancery Division. And even if a higher court should take the view, propounded in *Re Leng*, that the bankruptcy rule placing debts on an equal footing now prevails in administration, yet as an executor is entitled to prefer one creditor to another of equal degree, he will not be prejudiced by voluntarily paying debts according to the above-mentioned priorities. And that any other course is dangerous appears from the case of *Re Hankey* (1899, 1 Ch. 541), in which it was held that, notwithstanding the provisions of Hinde Palmer's Act, an executor is not entitled to prefer a simple to a special contract creditor. It is conceivable that this doctrine might be applied if the view put forward in *Re Leng* were definitely adopted.

It appears, however, that it is open to any creditor to contend before the Court of Appeal that the bankruptcy rule placing debts on an equal footing ought, by virtue of the 10th section of the Judicature Act of 1875, to prevail in administration in the Chancery Division. And if this contention should be entertained, three main questions will be open. First, whether Crown debts should be reduced to an equality with others. It does not appear that the Crown is bound by the 10th section of the Judicature Act, 1875. But as that enactment provides for the prevalence in administration of certain rules such as may be in force *for the time being* under the law of bankruptcy, and the Crown's priority in bankruptcy has been expressly taken away by the Bankruptcy Act, 1883, it might be contended that the joint effect of these enactments is to deprive the Crown of its priority in administration and in the winding up of companies. Secondly, whether judgments, either against the deceased or against the executor or administrator, shall retain their priority over other debts. And thirdly, whether voluntary bonds and covenants ought not to be discharged rateably with debts incurred for value, this being the rule applicable in bankruptcy: *Ex parte Pottinger*, *Re Stewart* (8 Ch. D. 621).

It will be observed that there are three principal cases of the administration of insolvent estates in satisfaction of liabilities—namely, administration of a deceased person's insolvent estate, bankruptcy, and the winding up of companies; and in each of these cases debts are payable in a different order. In administration the order is as given above. In bankruptcy, subject to the paramount claim given by statute to a friendly society upon its officer, the preferential debts (rates, taxes, and wages) are to be first satisfied; after which all debts rank equally for payment, including Crown debts and voluntary bonds or covenants: although the same claims are postponed as are mentioned above in the order of administration Nos. 8 and 9. In the winding up of companies the Crown appears to retain its prerogative of preferential payment; subject to which the debts payable preferentially in bankruptcy are to be first satisfied, and then all other debts are payable *pari passu*.

The amending legislation upon this subject has been perfectly characteristic of the manner in which the law is in this country reformed by statute. Certain particular rules found to cause injustice or hardship have been removed piecemeal; but no attempt has been made to place the general law on a reasonable and consistent footing. The old law in force before Hinde Palmer's Act was sufficiently fantastic; when the rights of creditors varied with the accident of the debtor's death, with the proportion which his real estate bore to his personalty, with the circumstance of his having charged his real estate by will with the payment of his debts, or with the event of his bankruptcy. But the climax of absurdity is surely reached when the order of payment of debts is varied according as a deceased debtor's insolvent estate is administered by the High Court under its equitable or under its bankruptcy jurisdiction. The most reasonable and convenient rule would certainly be that debts shall be payable in the same order in every case of insolvency; and an enactment directly introducing this rule would be a most beneficial reform. But past experience of reformatory legislation on this and other subjects does not encourage the hope that any statute will be passed which shall not only remove a practical disadvantage but also simplify the law.

T. CYPRIAN WILLIAMS.

REVIEWS.

BOOKS RECEIVED.

Stone's Justices' Manual: being the Yearly Justices' Practice for 1900. A Guide to the Ordinary Duties of a Justice, with Table of Statutes, Table of Cases, Appendix of Forms, and Tables of Punishments. Thirty-Second Edition. Edited by GEORGE B. KENNETT, Esq., Solicitor, Town Clerk (late Clerk to the Justices) of Norwich. Shaw & Sons; Butterworth & Co.

Archbold's Pleading, Evidence, and Practice in Criminal Cases. By Sir JOHN JERVIS, late Lord Chief Justice of the Court of Common Pleas. With the Statutes, Precedents of Indictments, &c. The Twenty-Second Edition. By WILLIAM FEILDEN CRAIES, M.A. (Oxon.), and GUY STEPHENSON, M.A. (Cantab.), Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited.)

The Rights of Local Authorities as Regards Private Bills. By C. E. ALLAN, M.A., LL.B., Barrister-at-Law. Shaw & Sons.

Rouse's Practical Man. Seventh Edition. With many additional Tables and Calculations. Revised by ERNEST E. H. BIRCH, B.A., Barrister-at-Law. Sweet & Maxwell (Limited).

The General Council of the Bar has appointed a committee to inquire into and report upon the accommodation provided for members of the legal profession in the London and suburban county courts, and also as to the methods at present prevailing of disposing of business at those courts

CORRESPONDENCE.

REGISTRATION OF LEASEHOLD LAND.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to my letter published in your issue of the 10th inst., and to the note on the subject touched upon which you were good enough to insert under the heading of "Current Topics," perhaps I may be allowed to explain that in raising the two points dealt with in my letter I had two separate cases which have recently come under my notice in mind, and so much does one's mind run in grooves that I really hardly realized the close relation the one to the other of the two questions touched on.

I may, therefore, say at once that I had no idea of proposing to deal on the register with the mortgage sub-term in preference to the original term, where the latter can be dealt with; neither do the Land Registry officials seem to regard the derivative term on registration as "an independent derivative term." They rather seem to regard the mortgagee's legal interest in the sub-term and his equitable interest in the outstanding days as entitling him, or those claiming under him, to be registered as proprietor of the original term. This gives rise on a transfer to a very curious state of things. The officials insist upon the statutory transfer being drawn in the statutory form, which passes to the purchaser the whole term, *without any exception of the outstanding days*, and in a case recently under my consideration they refused to register if the vendor's solicitor insisted on the retention of the words objected to. Fortunately the vendor's solicitor gave way, but the purchaser would clearly have stood in an awkward position if the vendor's solicitor had persisted in what cannot be described as an unreasonable attitude.

E. S. W.

[We are obliged to our correspondent for his explanation. The practice of the Land Registry Office, as he states it, gets over the difficulty we felt with regard to getting in the original term, though the sacrifice of technical accuracy to practical convenience, however laudable in itself, is likely to lead to trouble.—ED. *S. J.*]

CASES OF THE WEEK.

House of Lords.

THE OWNERS OF THE STEAMSHIP "MEDIANA" *v.* OWNERS, &c., OF THE LIGHTSHIP "COMET." "THE MEDIANA." 13th Feb.

SHIP—COLLISION—DAMAGES—COMPENSATION FOR DETENTION—NOMINAL AND REAL DAMAGES—SUBSTITUTED SERVICE WITHOUT LOSS.

Appeal from order of Court of Appeal (A. L. Smith and Collins, L.JJ.) (1899, P. 127, 47 W. R. Dig. 184). The steamship *Mediana*, belonging to the appellants, came into collision with and sank *The Comet*, a lightship owned by the Mersey Docks and Harbour Board, whose statutory duty it was to light the approaches to the river. The short question before the House was whether the owners of *The Comet* could claim compensation for the loss of the use of that ship during the period of repairing, although another lightship of the harbour board, *The Orion*, kept for the purpose, was forthwith substituted for the injured vessel, and this substituted service occasioned no extra expense to the harbour board. The Court of Appeal considered the case as already settled by *The Greta Holme* (1897, A. C. 596). The House dismissed the appeal.

The Earl of HALSBURY, L.C., in the course of his judgment, said that the case was governed by the principles laid down in *The Greta Holme*. Lord Herschell in that case said that when by a man's wrongful act something belonging to another is injured or taken away, a claim for damages may be sustained and in such a case these are not merely nominal damages. Damages were not necessarily nominal because they were small in amount. The term was a technical one which negatived any real damage, and imputed only that a legal right had been infringed in respect of which a man was entitled to the verdict and judgment. The term was by no means synonymous with small damages. The whole region of inquiry into damages was one of extreme difficulty; and no fixed principle could be laid down to a jury as to the amount of compensation which ought to be given. How, for example, could anyone measure the amount of pain and suffering caused by an accident in terms of moneys current? By a manly mind pain and suffering once endured were soon forgotten. In the case before their lordships the broad proposition was that the respondents were deprived of their vessel. He purposely did not use the words "the use of their vessel," for the wrongdoer had no right to inquire what or whether any use would have been made of the vessel of which the respondents were deprived. Suppose, for example, a man's house were entered and one of his chairs carried away and detained for a twelvemonth. Could anyone say that the owner was entitled to no reparation on the ground that he had other chairs or was never in the habit of sitting on the particular one which was abstracted? The jury's task in cases of that character was often a difficult one, and an arbitrator or jury was often driven to take an artifical hypothesis; such as, in the case he had assumed, what it would cost to hire such a chair. The broad principle applicable to the appeal before the House was quite independent of the particular use which the respondents might have made of *The Comet*. It was wholly different from a case of special damage where it was necessary to ascertain the specific loss of profit or other advantage which could otherwise have accrued. When special damage was alleged, the claimant must shew precisely the nature and extent of the injury sustained; and the person liable must have an opportunity of inquiring into the details before the case came into court. In cases, however, of general damage no such principle was applicable; and the jury have only to give a proper equivalent for the unlawful withdrawal (in a case like the present) of the particular subject-matter. That broad principle comprehended this and many other cases, and the jury might assess damages which were not nominal damages, though the amount might be trifling. The unlawful keeping back what belonged to another was a ground for real and not nominal damages. And after considering the case of *The City of Peking* (15 App. Cas. 438) his lordship moved that the appeal be dismissed.

Lords MACNAGHTEN, MORRIS, SHAND, JAMES OF HEREFORD, and BRAMPTON concurring, the decision of the Court of Appeal was affirmed.—COUNSEL, *Joseph Walton*, Q.C., and *T. G. Horridge*; *Carver*, Q.C., *B. G. Aspinall*, Q.C., and *Maurice Hill*. SOLICITORS, *Cooper & Co.*, for *Hill, Dickinson, & Hill*; *Rowcliffes, Rawle, & Co.*, for *A. T. Squarey*.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

Court of Appeal.

MILBANK *v.* MILBANK. No. 2. 14th Feb.

PRACTICE—AFFIDAVIT OF DOCUMENTS—DOCUMENTS OF TITLE—PRIVILEGE—PARTICULARS—PRODUCTION.

This was an appeal from an order of Kekewich, J. The plaintiff alleged that her deceased husband was, subject to incumbrances, tenant in tail of an estate of which the defendant was now in possession, with remainder to the defendant for life, with remainder to his first and other sons in tail, with remainder over; that her husband had created a base fee, which he had afterwards enlarged into a fee simple, and by his will had devised the estate to her. The defendant denied that the base fee had been enlarged. He also pleaded that the mortgagees of the estate had, in exercise of their statutory power of sale, sold the estate to him for valuable consideration, and he relied on his title as a *bonâ fide* purchaser. He also pleaded that he had re-mortgaged the estate to the same mortgagees, and that the action could not be maintained in their absence. The defendant made an affidavit of documents in which he claimed privilege from production for documents numbered 1 to 21 in a bundle marked A, on the ground that they related solely to his own title. This bundle included the documents relating to the alleged sale to him by the mortgagees and the re-mortgage. The plaintiff applied for an order for a further and better affidavit of documents, and also for an order that the defendant should deliver particulars of the alleged sale and conveyance, stating when the same was executed, and what was the valuable consideration for the same, and of the alleged re-mortgage, stating when the same was executed, and for how much, and for inspection of the documents. Kekewich, J., held, on the authority of *Taylor* v. *Batten* (27 W. R. 106, 4 Q. B. D. 85), that privilege had been properly claimed, and that no further affidavit of documents could be required. He also held that as the plaintiff was not entitled to discovery that way she could not obtain further information about the documents by way of particulars. The plaintiff appealed.

THE COURT (LINDLEY, M.R., RIGBY and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal as to particulars, but refused production of the documents.

LINDLEY, M.R.—This application is for two things—to obtain particulars of these documents and also to view them, and it is necessary to distinguish between them. I will first deal with the particulars. The plaintiff is claiming an estate, and the defendant says that she is not entitled to it, but that he is by reason of a purchase from the mortgagees. The plaintiff says that she wants particulars of that transaction. Now I cannot conceive that a defendant ought to be allowed to set up such a defence without particulars. I cannot see how a defendant cannot be called on to give particulars of a transaction which is pleaded in such a way. As regards inspection there is a greater difficulty. As the authorities stand I am not prepared to say that the defendant cannot claim privilege for a lot of deeds described as a bundle of documents. The practice of putting documents into a bundle was introduced to relieve defendants from the burden of having to describe every particular document. I think, however, that the court has slipped into a somewhat lax practice as regards that, and that there is some danger of persons obtaining protection to which they are not entitled by reason of that practice. But as the authorities stand, looking at *Taylor* v. *Batten*, *Morris* v. *Edwards* (15 A. C. 309), and *Budden* v. *Wilkinson* (41 W. R. 657; 1893, 2 Q. B. 432), I am not prepared to say that these documents are not privileged. I rather think they are. The appeal therefore must be dismissed so far as regards this point.

RIGBY and VAUGHAN WILLIAMS, L.JJ., concurred.—COUNSEL, *Warrington*, Q.C., *Marcy*, and *Buckmaster*; *Warmington*, Q.C., and *J. Henderson*. SOLICITORS, *G. M. Saunders*; *Burch, Whitehead, & Davidsons*.

[Reported by J. L. STIRLING, Barrister-at-Law.]

STEWART *v.* RHODES. No. 2. 15th Feb.

PRACTICE—CHARGING ORDER NISI UNDER R.S.C. XLII. 23—DEATH OF JUDGMENT DEBTOR—LIABILITY OF ESTATE.

This was an appeal from a decision of Stirling, J. (reported 48 W. R. 233), and raised the question whether a charging order *nisi* made under ord. 42, r. 23, against a deceased judgment debtor was valid as against his executor. The facts were as follow: The action was commenced in the Queen's Bench Division for a sum of £959 11s. 9d. due in respect of 500 shares standing in the name of the defendant Rhodes. On the 30th of

January, 1899, the plaintiffs obtained leave to sign judgment under order 14 and costs were taxed and allowed. On the 27th of March the defendant died. On the 9th of June his will was proved by his executor, one Wilford. On the 16th of June an action was begun in Chancery by a secured creditor to enforce his security and to get general administration; on the same day an order was made in Lunacy (the defendant Rhodes having been a person of unsound mind not so found by inquisition) that enough of a fund in court of £743 8s. 7d. New Consols standing to the credit of the defendant in connection with certain lunacy proceedings against him in his lifetime should be realized to pay the costs when taxed, the residue to be transferred to Wilford. On the 17th June the plaintiffs obtained a charging order *nisi* in chambers to the effect that they should be at liberty to issue execution against Wilford, the executor of the defendant judgment debtor, under ord. 42, r. 23, and that unless sufficient cause were shewn to the contrary on the 28th of June the defendant's interest in the said sum of New Consols should, and in the meantime did, stand charged with the payment of the sum due on the judgment. On the 22nd of June judgment for administration was pronounced in the Chancery action. On the 26th of June the present action was transferred from the Queen's Bench Division to Stirling, J. The preliminary objection was taken that under the statutes there was no power after the death of a judgment debtor to make an order charging the interests of the judgment debtor with the debt. Stirling, J., allowed the objection. The plaintiffs appealed.

THE COURT (LINDLEY, M.R., RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R.—This case has been discussed at length, but now that it has been threshed out it presents no real difficulty. Though these charging orders have been in operation for many years nobody has ever obtained or even discussed the possibility of obtaining a charging order against an executor for a debt due from a deceased judgment debtor. I do not say it could not be done. But the proceeding is a statutory one, and we are thrown on the statutes for the proceedings for obtaining an order and for the effect of it when obtained. Section 14 makes it a condition of an application of this kind that the court should have before it the person against whom judgment has been entered, and that is the judgment debtor. The judgment debtor therefore must be in a position to shew cause why the order should not be made absolute; in other words, he must be alive. *Finney* v. *Hinde* (27 W. R. 413, 4 Q. B. D. 102) shews that a charging order against a dead man is of no avail. It follows that a person who has got judgment against the deceased, if he wants a charging order against the executor, must get judgment against the executor, and then the executor would be a judgment debtor and the Acts would be applicable. Of course there are difficulties about that, and the real objection to this order is that it has been obtained without making the executor a judgment debtor. But the plaintiffs say that by obtaining leave to issue execution against the executor they have done what is equivalent under the modern practice to obtaining a judgment against him. No doubt under ord. 42, r. 23, leave can be obtained to issue execution against an executor without obtaining a judgment against him. There are two views of the effect of such an order. The first, which is that of the plaintiffs, is that it is equivalent to a judgment. The other view is that it dispenses with the necessity of a judgment. In my opinion the latter view is the true one. The order does not mean that you are to be treated as having obtained a judgment, but that you need not obtain a judgment because you can issue execution without one. Now consider the difference. Leave to issue execution has not the effect of a judgment. It is true you need not obtain a judgment, and in most cases that is unnecessary, but if that is the true view this charging order is altogether wrong as the plaintiffs have not complied with the essential condition, imposed by section 14, of obtaining judgment against the executor. It is said that as they have obtained judgment against the testator they cannot now obtain judgment for the same debt against his executor. If so, it follows that they cannot obtain judgment at all. Their proper remedy, then, will be in the administration action. This is probably the reason why no one has ever attempted to obtain a charging order against an executor in such a case as this. The only case which throws any doubt is *Haly* v. *Barry* (16 W. R. 654, 3 Ch. App. 452). Whether what the creditor had done there was under the old procedure before the Judicature Act equivalent to obtaining a judgment, I do not mean to consider. But the decision of the court was only that they would not interfere by injunction to prevent an order *nisi* from being made absolute. In this case the order is altogether wrong. It is an experiment which has failed and I hope will not be repeated. The appeal must be dismissed with costs.

RIGBY and VAUGHAN WILLIAMS, L.JJ., delivered judgments to the same effect.—COUNSEL, *Jenkins*, Q.C., and *Whinney*; *Harman*; *Upjohn*, Q.C., and *E. S. Ford*. SOLICITORS, *Markby, Stewart, & Co.*; *May, Sykes, & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

Re **THE TRENCH TUBELESS TYRE CO. (LIM.). BETHELL** *v.* **TRENCH TUBELESS TYRE CO. (LIM.).** No. 2. 16th Feb.

COMPANY—VOLUNTARY WINDING UP—APPOINTMENT OF LIQUIDATOR—VALIDITY.

This was an appeal from a decision of Kekewich, J. (48 W. R. 200), given on a motion in an ordinary debenture-holder's action, asking, on behalf of the defendant company, that the receiver already appointed in the action by Kekewich, J., on the 1st of December, 1899, might be ordered to hand over to Mr. Marreco, the liquidator of the company, certain books and documents belonging to the company, and not comprised in the debenture-holder's security. It appeared from the affidavit of the receiver, read on the hearing of the motion before Kekewich, J., on the 15th of December, 1899, that he was perfectly willing to hand over the books as the court might direct, but that in the meantime he was informed by his solicitors that they had grave doubts as to whether Mr. Marreco had been properly appointed liquidator of the company. It appeared that at an extraordinary meeting convened on the 1st of November, 1899, the defendant company had duly passed the following resolutions: (1) That the company be wound up voluntarily; (2) that Mr. Walker be appointed liquidator. On the 6th of November notices were sent out to the shareholders convening an extraordinary general meeting for the 16th of November for the purpose confirming the above two resolutions. On the 16th of November the first of the above two resolutions was confirmed; but the appointment of Mr. Walker was not confirmed, and Mr. Marreco was forthwith appointed in his stead. On these facts Kekewich, J., decided that Mr. Marreco had not been duly appointed liquidator, and declined to make the order asked for. From this decision the defendant company now appealed; and it was argued on their behalf that the resolution to appoint Mr. Walker liquidator, after its rejection at at the confirmatory meeting, ought to be treated as though it had never been made, and no notice had ever been given of it: *Re Indian Zoedone Co.* (32 W. R. 481, 26 Ch. D. 70). That being so, the company was at liberty, after the confirmation of the resolution voluntarily to wind up, to appoint a liquidator forthwith, without giving previous notice at all: *Oakes* v. *Turquand* (15 W. R. 1201, L. R. 2 Eng. & Ir. App. 325, at p. 355), *Re Welsh Flannel and Tweed Co.* (23 W. R. 558, 20 Eq. 360). They had taken advantage of this liberty and appointed Mr. Marreco. Even assuming, however, for the purposes of argument, that the appointment of Mr. Marreco was invalid, yet the receiver had still no right to refuse to give up these documents to one who was, at any rate, the company's nominee to receive them.

THE COURT (LINDLEY, M.R., RIGBY and VAUGHAN WILLIAMS, L.JJ.), allowed the appeal.

LINDLEY, M.R.—For a time I thought that the notice convening the meeting for the 16th of November was calculated to mislead. But when I look more closely into the law applicable, and especially when I bear in mind that it is now well settled that it is competent for a company, as soon as a winding-up resolution is passed, to proceed forthwith without notice to the appointment of a liquidator, the case assumes a different aspect. In this case I do not myself believe that those who supported Mr. Walker were in fact misled. If anyone thought that the only thing that could be done at the meeting was to confirm or reject Mr. Walker's appointment, then I think they made a mistake in point of law. It appears to me that there are two answers: (1) That this second resolution was not an amendment of the former one, which was duly put to the meeting and rejected; (2) that if the court gave effect to the objection, it would mean enabling directors to palm off their nominee upon the company unless the meeting should be postponed and fresh notice given. I think that the appointment of Mr. Marreco is good; but even if it were not, I should incline to believe that he was still entitled to these documents as the nominee of the company. I prefer, however, to base my decision upon the other ground.

RIGBY AND VAUGHAN WILLIAMS, L.JJ., concurred.—COUNSEL, *Ward Coldridge*; *Warrington*, Q.C., and *Martelli*. SOLICITORS, *Phillips & Boyle*; *Francis & Johnson*.

[Reported by J. E. MORRIS, Barrister-at-Law.]

KIMBER AND OTHERS *v.* **ADMAMS.** No. 2. 16th Feb.

COVENANT—RESTRICTIVE COVENANT—MEANING OF "HOUSE"—FLATS.

This was an appeal from a decision of Cozens-Hardy, J., to the effect that the term "house" in a restrictive covenant must not be construed so as to mean each separate flat in a block of flats. By an indenture dated the 24th of December, 1885, a certain piece of land in Turney-road, Dulwich, was conveyed by the London, Brighton, and South Coast Railway Co. to J. C. Lovell and W. M. Yetts in consideration of the sum of £800, and the said J. C. Lovell and W. M. Yetts thereby covenanted with the said railway company that no houses should be erected on any part of the said piece of land of less value than £500, and that not more than ten houses should be erected on the said piece of land. By four several indentures dated respectively the 20th of October, 1887, the 24th of July, 1888, the 2nd of September, 1889, and the 10th of September, 1892, certain portions of the said piece of land (amounting to about one half thereof) were conveyed to the respective plaintiffs; and by an indenture dated the 16th of November, 1899, the remaining portions of the said piece of land were conveyed to the defendant. All the above last mentioned indentures of conveyance were expressly made subject to the above restrictive covenant contained in the indenture of the 24th of December, 1885. The defendant having proposed to erect on his portion of the said land, and having already begun to erect thereon, four blocks of flats, each of which was planned to contain four flats—making sixteen flats in all—the plaintiffs moved before Cozens-Hardy, J., on the 26th of January, 1900, for an interlocutory injunction restraining the defendant from proceeding with his proposed building. The learned judge decided, however, that a flat was not a house within the meaning of the above covenant, and declined to make the order asked for. From this decision the plaintiffs now appealed, and it was argued on their behalf, on the authority of *Rogers* v. *Hosegood* (48 W. R. 202), *Attorney-General* v. *Mutual Tontine Westminster Chambers Association (Limited)* (24 W. R. 996, 1 Ex. D. 469), that a flat was substantially a separate house; that it was a separate house for the purposes of burglary and housebreaking (*Evans & Fynche's case*, Cro. Car. 473; *Lee* v. *Gansel*, Cowp. 1); and that it would have been a separate house under the old franchise law of 1832 (2 & 3 Will. 4, c. 45). Reference was also made to *Chapman* v. *Royal Bank of Scotland* (30 W. R. 81, 7 Q. B. D. 136, per Huddleston, B., at p. 140), and *Yorkshire Fire Insurance Co.* v. *Clayton* (30 W. R. 174, 8 Q. B. D. 421). The defendant agreed for the purposes of the motion to treat the covenant contained in

the said indenture of the 24th of December, 1885, as binding upon himself as between himself and the plaintiffs.

THE COURT (LINDLEY, M.R., RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R.—In my opinion the decision of the learned judge below is quite right. What does the word "house" mean in this covenant? Does it refer to the way in which the building is to be sub-divided and let? I think not. I know, of course, that there are senses in which a portion of a house may be regarded as a separate house—for the purposes, for instance, of rating and the franchise. But when you come to use "house" in documents of this description, that interpretation no longer applies.

RIGBY, L.J.—I agree.

VAUGHAN WILLIAMS, L.J.—I agree. I assent, however, to the plaintiff's argument so far as this, as to admit that in construing this restrictive covenant we must have regard to its object. And if I found myself in this position—that I could see no object in the covenant so long as the term "house" were limited to the mere brick-and-mortar erection in its entirety, I should put on it a meaning that would cover its user. But this is not the case here.—COUNSEL, *Cozens-Hardy; Buckmaster*. SOLICITORS, *Todd, Dennes, & Lamb; Cree & Sons*.

[Reported by J. E. MORRIS, Barrister-at-Law.]

ALLEN *v.* GOLD REEFS OF WEST AFRICA (LIM.). No. 2. 18th, 19th, 20th Jan. and 19th Feb.

COMPANY—DECEASED MEMBER—NOTICES—CALLS—SPECIAL RESOLUTIONS—FORFEITURE—FULLY PAID-UP SHARES—VENDOR'S SHARES—COMPANY'S LIEN.

This was an appeal from a decision of Kekewich, J. (reported 47 W. R. 568; 1899, 2 Ch. 40). The facts were as follows: The plaintiffs were executors of Emilio Zuccani, who, at the time of his death, in February, 1897, held 27,885 fully paid-up shares and also 36,435 partly paid-up shares in the defendant company. Previous to Zuccani's death the company had from time to time made calls on him in respect of the partly paid-up shares. On the 4th of June, 1897, after the company had had notice of Zuccani's death, they issued a notice demanding £6,072 10s. in respect of calls on the partly paid-up shares and £804 6s. 11d. interest on the same, and stated that unless the amount due was paid on or before the 21st of June the shares in respect of which the same was demanded would be liable to be forfeited. Copies of this notice were sent by registered letter to Zuccani's address, to his executors collectively and to each of them separately. The executors had not been registered as holders of the shares. The articles of the company defined "member" as "a registered holder of any stock or share of the company," and provided that the company might serve notices "upon any member either personally, or by sending the notice prepaid by post, addressed to such member at his registered address as appearing in the register of the company." It was, however, provided that notices of meetings need not be sent to executors who had not themselves become members. Article 29 provided that the company should have "a first and paramount lien for all debts, obligations, and liabilities of any member to or towards the company, upon all shares (not being fully paid up) held by such member." Zuccani was the only holder of fully paid-up shares of the company. By a special resolution passed and confirmed after Zuccani's death article 29 was altered so as to omit the words "not being fully paid up." Notice of the meetings for passing and confirming this resolution was sent to Zuccani's registered address. The company claimed under article 29 as altered to have a lien on Zuccani's fully paid-up shares in respect of what was owing on the partly paid-up shares. The executors asked for a declaration that the notice of forfeiture was bad as claiming too much interest, and also for a declaration that the company were not entitled to any lien on the fully paid-up shares. Kekewich, J., held that the notice of forfeiture was bad as claiming too much interest and as wrongly addressed; he also held that the company were not entitled to a lien on the fully paid-up shares on the ground that the notices of the meetings for altering article 29 were wrongly addressed; and he doubted whether a company had power to alter its articles so as to effect retrospectively the existing rights of the owner of a particular group of paid-up shares without his consent. The company appealed.

THE COURT (LINDLEY, M.R., VAUGHAN WILLIAMS and ROMER, L.JJ.) dismissed the appeal on the question of forfeiture, but held (VAUGHAN WILLIAMS, L.J., *dissentiente*) that the company was entitled to a lien on the fully paid-up shares.

LINDLEY, M.R.—Notice of the meetings for altering article 29 was sent to Zuccani at his registered place of address, and this notice came to the knowledge of his executors. The directors knew that Zuccani was dead, but I cannot hold that the resolution was invalid by reason of any defect in the notice. Notices of meetings have only to be given to members, and the executors were not members. If no notice at all had been sent to Zuccani's registered address or to the executors, the omission would not, in my opinion, have affected the propriety of holding the meetings or the validity of the resolutions passed at them. To hold that meetings of companies could not be properly held unless the notices convening them were given to the unregistered legal personal representatives of all deceased members would be to paralyze the transaction of business, and would be contrary to the ordinary principles applicable to corporate bodies, and, indeed, to other associations as well. The regularity of the proceedings to alter the articles does not, however, dispose of all the matters in controversy. This case raises the following important questions: (1) Whether a limited company, registered with articles conferring no lien on its fully paid-up shares, can by special resolution alter those articles by imposing a lien on those shares? (2) Whether, if it can, the lien so imposed can be made to apply to debts owing by fully paid-up shareholders to the company at the time of the alteration of those articles? (3) Whether, if it can, fully paid-up shares allotted to vendors of property to the company are in a different position from other fully paid-up shares issued by the company? (4) Whether, assuming the altered articles to be valid and to be binding on the general body of holders of fully paid-up shares in the company, there are any special circumstances in this particular case to exclude the fully paid-up shares held by Zuccani from the operation of the altered articles? The articles of a company prescribe the regulations binding on its members, and have the effect of a contract (Companies Act, 1862, ss. 14, 16). The company has power to alter its regulations from time to time by special resolutions (sections 50 and 51); and any regulation purporting to deprive the company of this power is invalid: *Walker* v. *London Tramways Co.* (28 W. R. 163, 12 Ch. D. 705). This power to alter the regulations contained in the articles is limited only by the provisions contained in the statute and the provisions contained in the company's memorandum of association. Wide, however, as the language of section 50 is, the power conferred by it must, like all other powers, be exercised subject to those general principles of law and equity which are applicable to all powers conferred on majorities and enabling them to bind minorities. It must be exercised, not only in the manner required by law, but also *bond fide* for the benefit of the company as a whole, and it must not be exceeded. These conditions are always implied, and are seldom, if ever, expressed. But if they are complied with I can discover no ground for judicially putting any other restrictions on the power conferred by the section than those contained in it. How shares shall be transferred, and whether the company shall have any lien on them, are clearly matters of regulation properly prescribed by a company's articles of association. This is shewn by table A in the schedule to the Companies Act, 1862 (clauses 8, 9, 10). Speaking, therefore, generally, the section clearly authorizes a limited company, formed with articles which confer no lien on fully paid-up shares, to alter those articles by special resolution, and to impose a lien and restrictions on the registry of transfers of those shares by members indebted to the company. But then comes the question whether this can be done so as to impose a lien or restriction in respect of a debt contracted before and existing at the time when the articles are altered. Again, speaking generally, I am of opinion that the articles can be so altered, and that, if they are altered *bond fide* for the benefit of the company, they will be valid and binding as altered on the existing holders of paid-up shares, whether those holders are indebted or not indebted to the company when the alteration is made. But it does not follow that the altered article may not be inapplicable to some particular fully paid-up shareholder. He may have special rights against the company, which do not invalidate the resolution to alter the articles, but which may exempt him from the operation of the articles as altered. The conclusion thus arrived at is based on the language of section 50, which, as I have said already, the court, in my opinion, is not at liberty to restrict. This conclusion, moreover, is in conformity with such authorities as there are on the subject: *Andrews* v. *The Gas Meter Co.* (45 W. R. 321; 1897, 1 Ch. 361), *Pepe* v. *The City and Suburban Building Society* (41 W. R. 548; 1893, 2 Ch. 311), *Botten* v. *The City, &c., Building Society* (1895, 2 Ch. 441). It was urged that a company's articles could not be altered retrospectively, and reliance was placed on Rigby, L.J.'s, observations in *James* v. *The Buena Ventura, &c., Syndicate* (44 W. R. 372; 1896, 1 Ch. 466). The word "retrospective" is, however, somewhat ambiguous, and the concurrence of Rigby, L.J., in *Andrews* v. *The Gas Meter Co.* shews that his observations in *James* v. *The Buena Ventura, &c., Syndicate* are no authority for saying that existing rights, founded and dependent on alterable articles, cannot be affected by their alteration. I take it to be clear that an application for an allotment of shares on the terms of the company's articles does not exclude the power to alter them, nor the application of them when altered to the shares so applied for and allotted. To exclude that power or the application of an altered article to particular shares, some clear and distinct agreement for that exclusion must be shewn, or some circumstances must be proved conferring a legal or equitable right on the shareholder to be treated by the company differently from the other shareholders. This brings me to the last question which has to be considered—viz., whether there is in this case any contract or other circumstance which excludes the application of the altered article to Zuccani's fully paid-up vendors' shares. First, let us consider the shares. I am unable to discover any difference in principle between one fully paid-up share and another. Whether a share is paid for in cash or is given in payment for property acquired by the company appears to me quite immaterial for the present purpose. In either case the shareholder pays for his share, and in either case he takes it subject to the articles of association and power of altering them, unless this inference is excluded by special circumstances. Next let us consider whether a vendor who makes no special bargain except that he is to be paid in fully paid-up shares is in any different position from other allottees of fully paid-up shares. I fail to see that he is, unless he stipulates that his shares shall be specially favoured. Zuccani bargained for fully paid-up shares and he got them. The imposition of a lien on them did not render them less fully paid-up than they were before. They remained what they were. Zuccani did not bargain that the regulations relating to paid-up shares should never be altered, or that if altered his shares should be treated differently from other fully paid-up shares. I cannot see that the company broke its bargain with him in any way by altering its regulations or by enforcing the altered regulations as it did. After carefully considering the whole case, and endeavouring in vain to discover grounds for holding that there was some special bargain differentiating Zuccani's shares from others, I have come to the conclusion that the appeal from the decision of the learned judge, so far as it related to the lien created by the articles, must be allowed. His decision as to the forfeiture having, however, been affirmed, each party should be left to pay his own costs.

VAUGHAN WILLIAMS, L.J., differed. He did not think that a company who had purchased a property by the issue of fully paid-up shares could after the purchase materially affect the consideration given by passing a resolution that the fully paid-up shares which formed it should be subject to a lien for all debts, liabilities, and obligations of the vendor to them, whether such debts, liabilities, and obligations should have actually accrued or not, and thus render the shares unmarketable. He thought that, notwithstanding the statutory powers of alteration, the basis of the contract of purchase was that the property should be paid for in marketable shares, and that the object of the exception in article 29 was to render those shares marketable. As the company had chosen to pay for the property in shares thus made marketable, to allow them to subject the vendor's shares to a lien would be to make the alteration of the articles retrospectively affect existing rights. He also thought that the resolution was not passed in good faith.

ROMER, L.J., delivered judgment agreeing with Lindley, M.R.—COUNSEL, *Warrington*, Q.C., and *Dunham*; *Renshaw*, Q.C., and *Kerly*. SOLICITORS, *Mayo & Co.*; *Kerly, Son, & Varden*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

WELSBACH INCANDESCENT GAS LIGHT CO. *v.* NEW INCANDESCENT (SUNLIGHT PATENT) GAS LIGHTING CO. Buckley, J. 15th Feb.

PATENT—VALIDITY—UTILITY—WHAT SUFFICIENT TO SUPPORT PATENT.

This was an action for an injunction, damages, and other relief in respect of alleged infringements by the defendants of the plaintiffs' patent of 1886 for an improvement in an illuminant appliance for burners.

BUCKLEY, J., in giving judgment, said the complaint of the plaintiffs was not as to the form of the mantles used, which was originally protected by a patent of 1885, which had now expired, but in respect of the materials used in the making of the mantles. It was said on behalf of the defendants that the plaintiffs had not improved on what was used under the 1885 patent, but that there was a falling off. The answers were that what was patented was not claimed as an improvement in the illuminating powers of the materials used, but that it offered a useful choice. It had other advantages—viz., rigidity, flexibility, or durability. There was a great advantage in having greater toughness in the mantles used. Utility, in patent law, did not, as his lordship understood it, mean either abstract utility, or comparative or competitive utility, or commercial utility. It was described by Mr. Justice Grove in *Young* v. *Rosenthal* (1 Rep. Pat. Cas. 34) as meaning an invention better than the preceding knowledge of the trade as to a particular fabric. His lordship adopted that definition if the word "better" was understood as meaning better in some respect and not necessarily better in every respect, so that, for instance, an article which was good, although not so good as that previously known, but which could be produced more cheaply by another process, was better in that it was better in point of cost, although not so good in point of quality. So here he conceived that a mantle constructed according to prescription No. 1 in the specification of thorium pure according to the knowledge of 1886, and which gave only three candles, or of thorium pure in fact, which would give only 1·3 candles, although it was worse as an illuminating appliance than the mantle of 1885, which gave four or 4·5 candles, was nevertheless better if it possessed in a greater degree the qualities of rigidity, durability, or stability. He might illustrate this by saying that in point of fact subsequent knowledge had shown that it was useful because the step which was taken in 1886 had led to the possibility of making subsequently to 1893 a mantle which was not only durable and stable, but possessed also high illuminating power. Again, he might take another test of utility—viz., that an invention was useful for the purposes of the patent law when the public were thereby enabled to do something which they could not do before, or to do in a more advantageous manner something which they could do before, or to express it in another way, that an invention was patentable which offered the public a useful choice. Now the patent of 1886 offered the public an opportunity of making with thorium an appliance which up to that date it had been suggested could be made only with other substances, and, whether the thoria mantle gave a higher or lower illuminating light, it might well have been, and it was now known, that it was useful to give the public the choice of using that rare earth instead of some of the rare earths mentioned in the specification of 1885. A very small amount of utility was sufficient to support a patent, and the suggestion to the public of this other rare earth as a means to an end gave utility to the patent for the purposes of the patent law. Judgment for the plaintiffs, and an inquiry as to damages, an order for destruction or delivery of the infringing articles, and the costs of the action as between solicitor and client.—COUNSEL, *Moulton*, Q.C., *Terrell*, Q.C., *Roger Wallace*, Q.C., and *A. J. Walter*; *Bousfield*, Q.C., and *W. Neill*. SOLICITORS, *Faithfull & Owen*; *Michael Abrahams, Sons, & Co.*

[Reported by J. F. WALEY, Barrister-at-Law.]

TEBB *v.* CAVE. Buckley, J. 14th and 15th Feb.

LANDLORD AND TENANT—DEMISE OF DWELLING-HOUSE—COVENANT FOR QUIET ENJOYMENT—ADJOINING HOUSES—GREATER HEIGHT—INJURY TO DEMISED HOUSE—SMOKING CHIMNEYS—MORTGAGEES NOT PARTIES—PRACTICE—PLEADINGS—NOTICE OF CONTENTION.

This was an action by a lessee of a dwelling-house against his lessors for having built on adjoining land a building of a greater height than the demised house, and thus caused the chimneys to smoke. The plaintiff was a physician and surgeon, and the defendant was the owner of a house in the Finchley-road, Hampstead, and also of land immediately adjoining. The defendant, by indenture of lease dated the 22nd of June, 1895, let the house to the plaintiff for twenty-one years at a rent of £130. The lease contained a covenant by the lessor that the plaintiff paying the rent and observing the covenants should peaceably hold and enjoy the premises without any interruption or disturbance by the defendant, and the plaintiff was not to use the house otherwise than as a private dwelling-house and the residence of a physician and surgeon, and his lordship found that the defendant knew that the plaintiff would use it for his profession. Soon afterwards the defendant built upon the adjoining land a building consisting of residential flats several feet higher than the plaintiff's house. The two houses stood side by side with only a few feet between them. In consequence the access of air to the plaintiff's chimneys was interfered with, and the chimneys smoked. Cylindrical metal pipes, tall-boys, were carried from the front stack of chimneys to the house of the defendant for support which were effective, but the chimneys at the back could not be treated in this way. Cowls were put upon them, but did not prove a remedy, and these chimneys continued to smoke to such an extent as to render it almost impossible to use the rooms with a fire in them when the wind was in certain quarters. The plaintiff asked for damages. The defendant contended that even if his building did cause the smoking it was not such an injury as was a breach of the covenant for quiet enjoyment, that only a physical injury was actionable. He also objected that there were legal mortgagees of the property who ought to have been parties. His lordship, however, allowed the trial to proceed. The defendant proposed to call evidence to show that he was not owner with full rights at the date of the lease to the defendant, although the contention had not been raised in his defence, on the ground that written notice of its being intended to be relied on had been given to the plaintiff's solicitors. His lordship said the pleadings were the proper means of giving notice of the defence, and refused to allow the contention to be raised, or the pleadings to be amended in that respect.

BUCKLEY, J.—The defendant's building has caused the chimneys of the plaintiff's house to smoke, and has caused him grievous annoyance in his use of it as a dwelling-house, and residence of a physician and surgeon, for which purpose the house was let. I do not, however, attach much importance to the contention of the plaintiff upon the authority of *Robinson* v. *Grave* (21 W. R. 223), that the defendant is liable because of this special purpose for which the house was let. I think, however, the defendant is liable for his disturbance of the use of the house for general purposes. If the case of *Dennett* v. *Atherton* (20 W. R. 442, L. R. 7 Q. B. 316, 326) were law, it would be difficult to say the action would lie here. But in *Sanderson* v. *Mayor of Berwick* (33 W. R. 67, L. R. 13 Q. B. D. 547), FRY, L.J., delivering the judgment of the Court of Appeal, after referring to *Dennett* v. *Atherton*, says that "where the ordinary and lawful enjoyment of the demised land is substantially interfered with by the acts of the lessor" the covenant for quiet enjoyment is broken. This statement has been quoted with approval by Lindley, M.R., in *Robinson* v. *Kilvert* (37 W. R. 545, L. R. 41 Ch. D. 88, 96), and the doctrine has been applied to a case of access of air in *Aldin* v. *Latimer & Co.* (38 SOLICITORS' JOURNAL 458, 42 W. R. 553; 1894, 2 Ch. 437, 444). The defendant says truly that *Sanderson* v. *Mayor of Berwick* has gone to the extreme limit, and cites the judgment of Lindley, M.R., in *Manchester, &c., Railway Co.* v. *Anderson* (42 SOLICITORS' JOURNAL, 609; 1898, 2 Ch. 394, 201). The question is whether the defendant has substantially interfered with the enjoyment of the property, although he may not have interfered with the title or possession of the defendant. The defendant contends that action only lies when the act complained of has been a physical interference with the plaintiff's property. I think that causing the wind to blow the smoke down the chimneys of the plaintiff is a physical interference, and that the act complained of is a breach of the covenant for quiet enjoyment. Order for inquiry as to damages.—COUNSEL, *H. Terrell*, Q.C., *Lyttelton Chubb*; *Astbury*, Q.C., *Popham*. SOLICITORS, *Thorneycroft & Willis*; *Newman, Paynter, Gould, & Williams*.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

High Court—Queen's Bench Division.

REGINA *v.* LAW. Bucknill, J. 10th and 14th Feb.

CRIMINAL LAW—UNSUCCESSFUL PROSECUTION—DEFENDANT'S COSTS—MUNICIPAL ELECTIONS (CORRUPT AND ILLEGAL PRACTICES) ACT, 1884 (47 & 48 VICT. C. 70), S. 30—CORRUPT PRACTICES PREVENTION ACT, 1854 (17 & 18 VICT. C. 102), S. 12—CORRUPT AND ILLEGAL PRACTICES PREVENTION ACT, 1883 (46 & 47 VICT. C. 51).

Further consideration of a case tried by Bucknill, J., at the Cardiff Assizes. The important and novel question raised was whether the defendant, Edmund Law, who was tried at the assizes and acquitted, was entitled to recover from the prosecutor his costs sustained by him by reason of such indictment. The indictment was preferred by a private prosecutor under the Municipal Elections (Corrupt and Illegal Practices) Act (47 & 48 Vict. c. 70), for treating at a municipal election, and after the case for the prosecution was closed, the learned judge directed the jury to find a verdict of acquittal. Application was then made by counsel for the defendant that an order should be made giving him his costs, but the learned judge declined to exercise such a discretion if it was open to him to do so, but he reserved the question whether the defendant was entitled to his costs for further consideration, as there was no opportunity at the time to consider the statutes relating to the subject. The matter was now

argued before the learned judge, who took time to consider his judgment. The arguments of counsel appear in the following written judgment.

BUCKNILL, J.—My attention has been drawn to those Acts of Parliament which govern the question. They are three in number. I will first refer to the latest of them. It is the Municipal Elections (Corrupt and Illegal Practices) Act, 1884 (47 & 48 Vict. c. 70). By section 30 it is enacted that "Subject to the other provisions of this Act, the procedure for the prosecution of a corrupt or illegal practice or any illegal payment, and employment, or hiring committed in reference to a municipal election, and the removal of any incapacity incurred by reason of a conviction or report relating to any such offence, the duties of the Director of Public Prosecutions in relation to any such offence (including the grant to a witness of a certificate of indemnity) shall be the same as if such offence had been committed in reference to a Parliamentary election, and sections 45 and 46 and sections 50 to 57 (both inclusive) and sections 59 and 60 of the Corrupt and Illegal Practices Prevention Act, 1883, shall apply accordingly as if they were re-enacted in this Act with the necessary modifications." Now one of these sections so applied to that Act is the 53rd, and that section is in the following terms: "Sections 10, 12, and 13 of the Corrupt Practices Prevention Act, 1854, and section 6 of the Corrupt Practices Prevention Act, 1863 (which relate to prosecutions for bribery and other offences under those Acts), shall extend to any prosecution on indictment for the offence of any corrupt practice within the meaning of this Act. . . ." It is therefore clear that section 12 of the Corrupt Practices Prevention Act, 1854, is to be read into the Act of 1884, and that its provisions extend to any private prosecution on indictment for the offence of any corrupt practice within the meaning of that, the 1884, Act. The 12th section is as follows: "In case of any indictment or information by a private prosecutor for any offence against the provisions of this Act, if judgment shall be given for the defendant, he shall be entitled to recover from the prosecutor the costs sustained by the defendant by reason of such indictment or information, such costs to be taxed by the proper officer of the court in which such judgment shall be given." Now, going back to the 30th section of the 1884 Act, we see by reference to the Acts of 1853 and 1854 that section 12 of the 1854 Act applies to the procedure for prosecutions under the 1884 Act, and all other proceedings in relation thereto with the necessary modifications. It was urged by counsel for the prosecution that section 30 of the Act of 1884 applies only to the procedure for the prosecution of a corrupt or illegal practice, and not to a question of costs, but that cannot be so for two reasons, the first of which is that the section provides that the incorporated sections of the Act of 1883 apply not only to the procedure for the prosecution in such cases, but to all other proceedings in relation thereto, and the second reason is that section 12 of the Act of 1854 deals only with costs, and the right of a defendant who has had judgment given in his favour to recover them from the private prosecutor. That section deals with nothing else. It is, therefore, clear to me that the defendant in this prosecution is entitled to recover from the private prosecutor the costs sustained by him by reason of the indictment which was preferred against him, such costs to be taxed by the proper officer of the court in which the judgment of acquittal was given. Judgment for the defendant.—COUNSEL, *S. T. Evans; B. Francis Williams*, Q.C., *Ivor Bowen*, and *Bowen Davies*. SOLICITORS, *T. J. Hughes*, Bridgend; *Riddell, Vaizey, & Co.*, for *Viner, Leeder, & Morris*, Swansea.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

VARLEY v. WHIPP. Div. Court, 8th Feb.

SALE OF GOODS—SALE BY DESCRIPTION—ACCEPTANCE—PASSING OF PROPERTY—SALE OF GOODS ACT, 1893 (56 & 57 VICT. c. 71), ss. 13, 17, 35.

This was an appeal by the defendant from the decision of the judge of the county court of Huddersfield in an action brought for the price of a reaping machine. The plaintiff agreed to sell to the defendant a self-binder reaping machine, which he described as being nearly new, having been only used for cutting fifty or sixty acres. The defendant agreed to buy the machine for £21, to be put on rail to be sent to Beverley. On the arrival of the machine the defendant's son wrote a letter complaining that it did not correspond with the plaintiff's description of it, and intimating that the defendant would refuse to accept it. More than a month later the defendant's son wrote asking the plaintiff what he would like to have done with the machine, and it was eventually returned by the defendant after he had had it for over a month. The county court judge found that the defendant's first letter was not a rejection of the machine, that he took an unreasonable time to return it, and gave judgment for the plaintiff. For the appellant it was contended that this was a sale by description under section 13 of the Sale of Goods Act, 1893, and therefore there was an implied condition that the goods should correspond with the description; that there had been no acceptance under section 35 of the Act, and that the property had not passed within the meaning of section 17. For the respondent it was argued that it was a contract for the sale of a specific machine, that the property had passed, and that the defendant's only remedy was an action for breach of warranty.

THE COURT (CHANNELL and BUCKNILL, JJ.) allowed the appeal, holding that it was a sale by description under the 13th section of the Sale of Goods Act, that the defendant had not accepted the machine within the meaning of section 35 of the Act, by retaining it for an unreasonable time without intimating that he had rejected it, and that the property in the machine had not passed to him within the meaning of section 17 of the Act.—COUNSEL, *Danckwerts*, Q.C., and *C. C. Scott*. SOLICITORS, *Van Sandau & Co.*, for *C. H. Marshall*, Huddersfield; *Rowcliffes, Rawle, & Co.*, for *Ramsden, Sykes, & Ramsden*, Huddersfield.

[Reported by P. B DURNFORD, Barrister-at-Law.]

UPPERTON v. RIDLEY. Div. Court. 16th Feb.

POLICE — CONSTABLE — PENSION—"ANNUAL PAY"—ALLOWANCES — POLICE ACT, 1890 (53 & 54 VICT. c. 45), SCHEDULE I.

Case stated by the London Quarter Sessions on an appeal from the decision of the Chief Commissioner of Police for the Metropolis refusing to reconsider a claim by the appellant for an increase in the amount of his pension. The quarter sessions dismissed the appeal. The appellant, after serving in the Metropolitan Police for about twenty-six years, retired in January, 1899, and thereupon became entitled under Schedule I. of the Police Act, 1890, to a pension equal to "two-thirds of his annual pay." His ordinary pay at the date of his retirement was £1 12s. per week. For about fourteen years before his retirement he was regularly employed on special duty at the Houses of Parliament, and received for such service 7s. a week in addition to his ordinary pay. This 7s. per week was paid partly as a recognition of good conduct and partly because, by being withdrawn from ordinary duty, the appellant to some extent lost his chance of promotion. The sum of 7d. per week was deducted from his ordinary pay as his contribution towards the police pension fund (in accordance with section 15 of the Act), but no deduction was made from the 7s. per week. The pension awarded to the appellant on his retirement was £55 9s. 4d. per annum, being fifty-two times £1 1s. 4d. (two-thirds of his ordinary pay of £1 12s.). The questions for the court were whether in calculating the amount of the pension the 7s. special service pay ought to have been taken into account, and whether the "annual pay" was 365 times the daily pay instead of fifty-two times the weekly pay. Both points were decided against the appellant by the quarter sessions.

THE COURT (CHANNELL and BUCKNILL, JJ.) differed as to the former point but allowed the appeal on the latter point.

CHANNELL, J., said the main difference between the Police Act, 1890, and the prior Acts was that in the Act of 1890 police-constables were given a pension as of right. The Act did not fix the amount of the pension, but provided that the pension should be in accordance with the scale adopted by any police force, and such scale was to be within maximum and minimum limits mentioned in the schedule. In the metropolitan police force the maximum allowed by the Act had been adopted, so that the pension of the appellant must be dealt with according to the maximum laid down by the Act. Schedule I., where the provisions as to pensions were to be found, ended as follows: "So, however, that the pension shall not exceed two-thirds of his annual pay." The question was, What was the meaning to be given to "annual pay"? Schedule I. was the only part of the Act in which the term "annual pay" was used. But the term "pay" was used in other parts of the Act. Pay and allowances seemed to be treated separately. In the case of the metropolitan police force the staff appeared to have been entitled under the Metropolitan Police Staff (Superannuation) Act, 1875, to pensions in respect of allowances as well as in respect of their pay. Section 32 (5) of the Act of 1890, which provided for the rate and conditions of pension of the Chief Commissioner of Metropolitan Police and the assistant commissioners shewed that there was a distinction between pay and other emoluments. Pay in the ordinary sense would cover any money remuneration for services, and *primâ facie* the 7s. a week special service allowance came within that definition. But in the Act the word pay was evidently used in the special meaning in which it had got to be used between police-constables and those who employed them. The appellant was employed on duty at the House of Lords. A considerable number of police-constables were employed about the Houses of Parliament while the Houses were sitting, and these men received while they attended on that duty a shilling a day out of money provided by Parliament for that purpose. The 7s. a week in respect of duty at the Houses of Parliament was entered on the weekly sheet not as part of the pay, but as part of the allowances. It seemed to his lordship that the 7s. a week was not offered to the constables who undertook this special duty in the capacity of pay, but as an allowance. The difficulty in this case was this. Six of the men were employed for the whole year. The appellant was one of these, and it was stated that he not merely in fact served on that duty for the whole year during five years, but that, having served for nine years on duty at the Houses of Parliament, he was selected for permanent duty in the House of Lords. The result of that was in substance to tell him that he would get 7s. a week extra all the year round. The difficulty, therefore, was to say whether that payment was not only remuneration for special services, but also annual pay. His lordship thought that the payment was not pay, but was still a part of the appellant's allowances. On the second point, his lordship said that "annual pay" must mean the sum received for services rendered during the year, and in that sense the amount of the annual pay would not depend on the number of pay days in the year. If that were so, it might be said that where the last year of service of a constable was a year in which there were fifty-three pay days the constable's pension ought to be reckoned on fifty-three times his weekly pay. What he ought to receive was two-thirds of fifty-two weeks' pay with one day's pay added.

BUCKNILL, J., agreed on the second point. With regard to the first point, he said that, in his opinion, the 7s. a week which the appellant had received for five years for performing special duty was a part of his annual pay within the meaning of Schedule I. of the Act of 1890, and was therefore pensionable. It was unfortunate that the appellant had signed pay-sheets which led one to suppose that the payments were not part of his ordinary wages, but the fact that those in authority over him had drawn the pay-sheets in a particular manner could not be used as an argument against him. If the Legislature had intended to exclude from pension these payments, it would have done so expressly. Appeal allowed in part.—COUNSEL, *Pickersgill; Macmorran*, Q.C., and *Grain*. SOLICITORS, *Mann & Crump; Wontners*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Tuesday, the 6th day of February, 1900.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice NORTH (1899—B.—No. 4,356).

In the Matter of Beaman & Deas (Limited) Mary Louisa Davis (widow) v Beaman & Deas (Limited)

HALSBURY, C.

LAW SOCIETIES.

CHESTER AND NORTH WALES INCORPORATED LAW SOCIETY.

The nineteenth annual meeting of this society was held at the Town Hall, Chester, on Friday, the 16th of February, 1900. Mr. F. E. Roberts, president, in the chair.

The report of the committee and the treasurer's accounts for the past year were received and adopted.

The following officers of the society were unanimously elected for the ensuing year: Mr. Jno. H. Cooke, of Winsford, elected president; Mr. F. W. Sharpe, of Chester, vice-president; Mr. F. B. Mason, of Chester, re-elected hon. treasurer; and Mr. R. Farmer, of Chester, re-elected hon. secretary. The following gentlemen are the committee for the year: Messrs. H. J. Birch, D. Dobie, N. A. Ernest Way, and F. E. Roberts, all of Chester; F. J. Gamlin, of Rhyl; R. S. Chamberlain, of Llandudno; C. H. Pedley, of Crewe; J. Hopley Pierce, of Wrexham; and Edgar J Swayne, of Denbigh. Messrs. C. P. Douglas and E. S. Giles, both of Chester, were elected auditors.

The annual dinner was held at the Queen Hotel, Chester, after the meeting. His Honour Judge Gwynne James (Circuit 7) was present as the guest of the president.

The following are extracts from the report of the committee:

Members.—The society now numbers 148 members.

Adjudication of Deeds through the Post.—At the request of the committee the hon. secretary attended with a deputation to the Chancellor of the Exchequer in March last. The new regulations issued from Somerset House as a result of this interview have, it is believed, been issued to every country member of the profession, and while they do not concede all that the deputation asked for, it is hoped that they may be found useful to country solicitors.

Tenders for Conveyancing Work.—It having been brought to the notice of the committee that the Rhyl Urban District Council had invited local solicitors to tender for the preparation of a conveyance of land purchased by the council, the committee passed the following resolution: "That this committee having read the report in the *Rhyl Advertiser* of 13th May, 1899, of the proceedings of the Rhyl Urban District Council at their meeting on Monday, the 8th day of May, 1899, with reference to the site acquired by the council for artizans' dwellings, consider it their duty to place on record their opinion that it would be most inconsistent with the status of the legal profession for any member of it to tender for professional work; and their hope that in the event of any public body within the society's district acting as the Rhyl Council appears to have done, no member of the profession will be found so unmindful of his position and responsibilities as to make any response to such an invitation." A copy of this resolution was forwarded to the clerk of the Rhyl Council.

Contracts for Sale of Land.—The attention of the committee having been called by a member to recent instances in his experience where a clause had been inserted, providing that the vendor's solicitor should act for both the parties, they passed the following resolution: "That a perusal of Mr. letter does not make it clear whether the case he refers to was one of public auction or private contract. The committee feel that such a condition as Mr. mentions, if inserted in public sale conditions, is open to very grave objection, and is not in accordance with the usual etiquette of the profession. If, however, the condition formed part a private contract the committee do not see their way to interfere, as the several parties, all acting independently, were in a position to make their own conditions." In connection with this subject it may be noticed the question having been brought before the Council of the Incorporated Law Society of the United Kingdom, that Council expressed the opinion—"That such custom is contrary to the general usage and practice of the profession, objectionable in principle, and dangerous to purchasers, by rendering them liable to be affected with constructive notice of incumbrances or defects of title."

Finance Act, 1894.—The Leeds Law Society having invited an expression of opinion from this society, upon a statement by the Assistant-Controller of Legacy and Succession Duties, to the effect that under the Finance Act, 1894, estate duty is a charge upon property sold under a power or direction for sale, and does not shift to the proceeds of sale, your committee passed the following resolution: "That having carefully considered the circular from the Leeds Law Society, and having regard to the wording of section 9 (sub. 1) of the Finance Act, 1894, and to the provisions of the Land Transfer Act, 1897, under which all estate appears to vest in executors, the committee concur in the view expressed by the Leeds Law Society, and that the secretary be authorized to express the readiness of this society to concur in a representation to the Incorporated Law Society (U.K.), as suggested by them. That they further fully concur in the expressions of opinion as to the objectionable state of the law with regard to death duties, and the necessity of legislation such as indicated in the circular." The attention of members is directed to a recent case of the *Attorney-General* v. *De Préville* (16 T. L. R. 125), in which the Court of Appeal, reversing the decision of the court below, decided that where a life tenant surrendered her life interest to the remainderman, and died within twelve months, the Crown was not entitled to estate duty on the life of the deceased, thus extending the decision in the *Attorney-General* v. *Beech* (1899, A. C. 53), under which it is believed considerable sums paid for estate duty have been returned to the accounting parties.

UNITED LAW SOCIETY.

Feb. 19.—Mr. W. S. Sherrington in the chair.—Mr. J. R. Yates moved: "That the dissemination of false news by the public press should be made a criminal offence, unless *bonâ fide* believed to be true." Mr. T. W. Weigall opposed. The debate was continued by Messrs. C. Kains-Jackson, S. Davey, J. F. W. Galbraith, S. L. Hubbard, A. Richardson, C. H. Kirby, and B. Kureshi. The motion was lost by one vote.

LAW GUARANTEE AND TRUST SOCIETY.

The twelfth meeting of the Law Guarantee and Trust Society was held on Thursday at the society's offices, Chancery-lane, Mr. THOMAS RAWLE (chairman) presiding.

The report stated that during the past year the sum of £123,627 7*s.* 5d. had been received for premiums, fees as trustees, and commissions, which, after allowing the sum of £33,356 6*s.* 3d. for re-assurances, left £90,271 1*s.* 2d. The percentage of management expenses, inclusive of agents' commission, directors' and auditors' fees, on the above net income was for the year 24·40. The sum of £15,000 had been added to the General Reserve Fund, which now stood at £100,000. After the payment of all claims properly chargeable for 1899 against reserve for claims in suspense and rebates, the directors had added £28,752 10*s.* 1d. to this reserve, thus bringing it up to the substantial sum of £50,000. The directors congratulated the shareholders upon the satisfactory conclusion of the sale to the Carlton Hotel Co. (Limited) of the old site of Her Majesty's Theatre, including the hotel, as shewn by the accounts. The balance, including the amount brought forward from last year, was £15,408 19*s.* 11d.; from this £3,000 had been paid as interim dividend for the half year ending the 30th of June last, and the directors now recommended that a further sum of £5,000 should be paid in respect of the half year ending the 31st of December, 1899, free of income tax, making the dividend 8 per cent. for the year. This would leave £7,408 19*s.* 11d. to be carried forward.

In pursuance of the power in the articles of association, the directors had appointed Mr. Edward F. Turner, of the firm of Messrs. Turner, Son, & Foley, and Mr. William Maples, of the firm of Messrs. Maples, Teesdale, & Co., directors of the society.

The directors retiring, according to the articles of association, were Sir Joseph Sebag Montefiore, and Messrs. Richard Pennington, Thomas Rawle, and William Williams, who, being eligible, offered themselves for re-election.

Mr. T. R. RONALD (general manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, congratulated the meeting upon the successful position of the society's affairs. Referring to some of the items of the balance-sheet, he said that the general reserve had gone up from £85,000 last year to £100,000, which would be a matter of great gratification to everybody interested in the society. It was larger than it had ever been, and was now equal to the society's paid-up capital. The reserve for claims in suspense and rebate had been increased to £50,000. The shareholders were to be congratulated upon the satisfactory conclusion of the sale to the Carlton Hotel (Limited) of the old site of Her Majesty's Theatre, including the hotel. Coming to the revenue account, the only thing he wished especially to call attention to was the fact that the management expenses must be satisfactory to the shareholders. They were actually less, having regard to the ratio of expenditure to the net income, than last year. They were 24·40 per cent. There was a very satisfactory increase in the society's income. It would be observed that the re-assurances amounted to the large sum of £33,356 6*s.* 3d., which was, of course, an additional reserve. In the previous year they were only £25,000. It might be said that the society were very careful in this direction, but at any rate the excess, if any, was on the side of caution. The net result was that the board proposed to pay a dividend, which, with the interim dividend, would make a dividend of 8 per cent. for the year, and to carry forward the sum of £7,400. That was a very short statement of the effect of the accounts, and he trusted it would be satisfactory as evidence of the increasing prosperity and the success of the society. This concluded the twelfth year of the society's existence. They were, therefore, out of their early childhood and in their teens, but he thought they had given evidence of a very healthy and vigorous youth which afforded great promise for the future. The directors were sure of the success of the society so far as anything human could be said to be assured. It was said sometimes that the society had a board of directors who were so very timid and so afraid of enterprize of a financial or commercial character that they had a kind of idea that their business was to guarantee consols. There never was a greater mistake. As an illustration of the use the society was to the general community he might give one or two figures. Since the society had been in existence it had paid in

claims to the 31st of December last £160,000. That meant that the individual members of the community had been benefited to this extent, and instead of losing large sums which to them might have meant ruin or very heavy and serious loss, by the payment of the very moderate premiums charged by the society they had been able to avail themselves of the advantages afforded by a society which was enabled by use of the doctrine of averages to secure them against that loss. Mortgages were generally made with care, but with all safeguards it was impossible to guard against every accident. The society supplied a want that had been felt, and were prepared always to entertain reasonable and suitable cases, in which for a very moderate fee they guaranteed the payment not only of the interest but also of the principal. There were a great many cases in which on the calling in of a mortgage the security was for the moment or perhaps for a considerable time not realizable. And that was where the society came in. They were strong enough to be able to hold the properties and to wait for a market for them. The Carlton Hotel was a case in point—a very striking case. Another branch of the business he would refer to, because here the shareholders could assist the society, was trust business—private trusts. If they or their friends were making wills or settlements they should remember that the society were very desirous of undertaking the business of trusts, of which it had a large number. The society kept separate books of account, separate bank accounts, cheque books, and so on, and they were absolutely distinct from the funds of the society, and the accounts could not be touched except under the direction of the board. With regard to the general position of the society the directors were able to appeal with confidence to the results which had been achieved by the eminent and distinguished men who had preceded him as chairman, and he knew of no board of directors who devoted so much time and attention to the business of their company as did the board of the society. It would be difficult to find a board where there was the same amount of sagacity and practical business experience. He attributed very much to the board the fact that the society were in a position of very great financial strength and prosperity. They had competitors, but they feared no competition. The guarantee of the society was acceptable in quarters where the bonds of other companies, possessed of less strength, were not accepted. The board found, as a result of the policy they had adopted, that they were able to pick and choose their business. They got the business, and the only difficulty was to exclude unduly hazardous risks. If they did not incur risks they would not make profits. But the society had now got into a position of recognized strength. He attributed that to the care exercised by the board, but mainly to the very great ability and energy of the general manager. Nothing could exceed the board's estimation of Mr. Ronald's services. It must be remembered that there had been no tables to guide the society, but everything of the kind had to be made as they went along.

Mr. B. G. LAKE seconded the motion.

Mr. SINGLE congratulated the meeting upon the fact that the directors had increased the dividend from 6 per cent. to 8 per cent. and also upon the successful dealing with the Haymarket property. Referring to the reserve for claims in suspense and rebates, he thought the claims under this head were never likely to amount to anything like £50,000. The liability thereon would be nearer £5,000. He thought that some portion should be put to the general reserve fund.

The CHAIRMAN observed that the board had no reason to think the £50,000 would be required, but it was a round sum, and he thought it might remain at that.

Mr. PICKUP asked whether the society were still lessees of the Haymarket property, and what was the position with regard to the Australian banks.

The CHAIRMAN said that the question of the Australian banks was gone into at the meeting four years ago, and that the position was then stated in great detail. The board had now no anxiety with regard to the matter. They had year by year written off the claims, and the expectation was that the figure which stood at £7,506 in the balance-sheet would in the result turn out to be worth more. With regard to the Her Majesty's Theatre property, the society were clean out of the matter. The lease was granted to the purchasers, who stood in the society's place.

The motion was carried unanimously.

On the motion of Mr. LAKE, seconded by Mr. GRAY HILL, the retiring directors, Sir J. S. Montefiore, Mr. R. Pennington, Mr. Thos. Rawle, and Mr. William Williams, were re-elected.

The auditors, Messrs. Deloitte, Dever, Griffiths, & Co., were also re-elected, and their remuneration fixed at 150 guineas.

A vote of thanks was passed to

The CHAIRMAN, who, in responding, returned thanks on behalf of the directors, and also of their excellent manager and staff.

LEGAL NEWS.

OBITUARY.

His Honour Judge EDWIN JONES died very suddenly on Sunday last. He was the son of Mr. Thomas Jones, of Merthyr Tydfil, and was educated at Owens-College, Manchester. He was called to the bar in 1875, and practised on the Northern Circuit and in the Lancaster Chancery Court, having his chambers at Manchester. In 1889 he was appointed judge of the County Court Circuit No. 5. He was a justice of the peace for Lancashire and the Isle of Man.

APPOINTMENT.

Mr. C. J. BRAYSHAW, solicitor, of 27, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Brayshaw was admitted in August, 1890.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

BENJAMIN GREENE LAKE and ALEXANDER EDMUND PAYNE, solicitors (Lake & Lake), 10, New-square, Lincoln's-inn, London. Feb. 13.
[*Gazette*, Feb. 16.

FREDERICK JAMES MACARTHUR and HENRY JAMES FISHER, solicitors (Macarthur, Fisher, & Co.), 33, King-street, Cheapside. Feb. 12.
[*Gazette*, Feb. 20.

GENERAL.

It is stated that owing to indisposition Sir Harry Poland was unable to preside over the recent Dover Sessions, and that this is the first occasion in a period of twenty-six years that Sir Harry has not sat.

Mr. Justice Bucknill, while riding on Epsom Downs, met with an accident which resulted in the breaking of one of his wrists. His lordship put his hunter at a jump, but the horse hit the rails of the fence heavily, and fell with the rider. The learned judge left town on Tuesday for Haverfordwest on the South Wales Circuit.

At Haverfordwest Assizes on Wednesday, according to the *Globe*, it was stated that Mr. Justice Bucknill had his injured wrist in a sling and the High Sheriff and Mr. Allen, who sat on either side, also had their arms in slings. At the close of the proceedings the High Sheriff with the broken right arm handed Mr. Justice Bucknill with the broken right wrist the orthodox pair of white gloves. It was called by the wits of the locality a left-handed compliment.

After the delivery of the judgment of the House of Lords in *Fielden* v. *Mayor of Mossley* on Tuesday, says the *Times*, a conversation ensued on the effect of the Public Authorities Protection Act, 1893, by which, wherever persons acting in the execution of statutory and other public duties obtain judgment against a person suing them, the costs are to be taxed as between solicitor and client, and paid by the unsuccessful plaintiff. Their lordships agreed with the Court of Appeal that the statute applied to all actions, including what used to be called suits in Chancery, but that the solicitor and client costs were not recoverable in appeals.

At the Highgate police-court on Wednesday, says the *Times*, Mr. Macmorran, Q.C., applied to the bench to grant one summons for the recovery of the poor rate and the general district rate instead of issuing two summonses according to the present practice. Mr. Macmorran said that the Hornsey District Council had appointed overseers and assistant overseers of the parish of Hornsey in accordance with the orders of the Local Government Board, made under the Local Government Act of 1894, and, by arrangement between the council and the overseers, the poor rate and the general district rate are now being collected by collectors who are also assistant overseers, rate-books, demand notes, and receipts including both rates being used. In asking the bench to include the two rates in one summons he submitted that under the Act of 1862 one complaint can be made, and one summons issued to recover both. After deliberating in private, Mr. Glover announced that the bench had decided that they had no power to grant the application. Mr. Macmorran gave notice that he should apply for a rule on that point.

The annual social meeting of the Royal Courts of Justice Temperance Society was held on Wednesday evening, the 21st of February, at the Middle Temple Hall, about 700 guests, members, and friends being present. The chair was taken by Sir Robert Finlay, Q.C., M.P., who was supported by Mr. Justice Barnes and Lady Barnes, Mr. Justice Kennedy, and Mr. Justice Cozens-Hardy, Lord and Lady Dunboyne, Judge Bayliss, Q.C., Mr. F. O. Crump, Q.C., Mr. Pitt Lewis, Q.C., Mr. T. D. Bolton, M.P., the Hon. Conrad Dillon and Mrs. and Miss Dillon, and others. The chairman, in the course of his address, remarked that there was no man who had done more for the moral welfare of the British soldier than Lord Roberts. He had been conspicuous in every good work, and had done more than any other man in the army to promote the cause of temperance in the army. The meeting was also addressed by the Rev. Canon Fleming, B.D., and Mr. Pearce Gould. During the evening some excellent pieces of concerted music were rendered by the Misses Edlmann and Miss Chalmers, while Mrs. Ellis Griffiths and Mr. Powley delighted the large audience with their songs. Mr. Justice Cozens-Hardy proposed a vote of thanks to the chairman, the benchers of the Middle Temple, and the musicians, which was seconded by Master Archibald, and carried unanimously.

In the course of a lecture by Mr. Ruegg, Q.C., on "Workmen's Compensation," delivered before the Solicitors' Managing Clerks' Association, on Thursday in last week, the lecturer said it did not accord with his views, either of sound sense or justice, that the employer should be compelled to pay compensation for accidents in cases where he had been in no sense in default, where the occurrence could not have been foreseen or prevented, and could not be attributed directly or indirectly to his negligence, merely because the injury was sustained by the workman whilst doing his work. Still, this was the effect of this Act. That it was unpalatable to many employers was not to be wondered at. So far as he was aware, it was never agitated for by the working men of the country, nor formed an item in the trade unions' programmes. After giving instances of the difficulties met with in interpreting the Act, the lecturer said he wished to emphasize the statement that the incongruities to which he had drawn attention were in no way due to the statute having been construed in a forced or erratic manner. They had, in his opinion, resulted from applying to the actual wording of the statute the general and only safe canon of construction—namely, that the intention of the Legislature must be gathered by giving the usual and ordinary signification to the words used,

apart from any consideration as to what well might have been or should have been intended.

What Ben Bice, of Georgia, should have done, says the *New York Evening Post*, is a puzzling legal and social question. Bice has been convicted recently of "carrying intoxicating liquor to church." Nothing is known of Bice personally, except that he was married and owned a buggy and a mule; but he seems to have been a very good man, striving earnestly, though unsuccessfully, to do his duty to the law and to his wife. It seems that a Georgia statute forbids anyone "carrying to a church any liquor or intoxicating drink." One Sunday in August Bice drove to church with Mrs. Bice. Most of the other churchgoers' buggies were standing about one hundred yards from the church. Bice hitched his mule some two hundred yards distaut. He left a bottle of whisky in the buggy when he and Mrs. Bice went to the service. For this he was convicted. His defence was that his wife was sick, that she had been troubled with heart disease for two years, that a doctor gave him the whisky, and told him that it was necessary to take it along for Mrs. Bice. The Georgia Supreme Court sustained the conviction on the ground that, as the object of the statute was to prevent indulgence of liquor at church, it was the intent of the statute also "to forbid its introduction to a place in such immediate proximity as to make it readily accessible." The court said further: "It is well enough to provide against sickness, not only in the form of heart disease, but of colic, cramps, and the like, but, under the statute we are considering, such a provision cannot lawfully be made by carrying the medicine to church, if such medicine be whisky or other intoxicating liquor, and if one should unfortunately be subject to any of these ills, he must either stay at home, or, if he wishes to provide against sudden attack, take with him some other kind of medicine."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Monday, Feb.....26	Mr. Leach	Mr. Carrington	Mr. Beal
Tuesday 27	Godfrey	Lavie	Pugh
Wednesday 28	Leach	Carrington	Beal
Thursday, March 1	Godfrey	Lavie	Pugh
Friday 2	Leach	Carrington	Beal
Saturday 3	Godfrey	Lavie	Pugh

Date.	Mr. Justice BYRNE.	Mr. Justice COZENS-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.
Monday, Feb. 26	Mr. Greswell	Mr. Farmer	Mr. Jackson	Mr. King
Tuesday 27	Church	King	Pemberton	Farmer
Wednesday 28	Greswell	Farmer	Jackson	Church
Thursday, March 1	Church	King	Pemberton	Greswell
Friday 2	Greswell	Farmer	Jackson	Pemberton
Saturday 3	Church	King	Pemberton	Jackson

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Feb. 27.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at 2:—By order of Trustees.—Freehold Ground-Rents, amounting to £1,039 13s. per annum, secured upon 165 modern Residences, Dwelling-houses, and Shops, situate at Crouch End, Hornsey, Harringay, Bowes Park, Willesden Green, Kilburn, West Norwood, Tooting, and Teddington; with reversion to the rack-rents, now estimated at about £5,550 per annum. Solicitors, Messrs. Ravenscroft, Woodward, & Hills, London. (See advertisement, this week, p. 6.)

Feb. 27.—Mr. J. C. STEVENS, at 38, King-street, Covent Garden, at 12.30, Fancy Poultry Poultry and Pigeons.

Feb. 28.—Roses, Fruit Trees, &c.

March 1.—Roses, Fruit Trees, &c.

March 2.—Scientific and Photographic Property. (See advertisement, this week, p. 7).

March 1.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To One-fourth of Estate of Freehold Ground-rents at Peckham, Lambeth, &c., valued at £28,000; lady aged 72. Solicitors, Messrs. Bridger & Son, London.

To £2,000 of a Trust Fund; lady aged 60. Solicitors, Messrs. Emmet & Co., London.

To Freehold Property in Norfolk, value £700; lady aged 60, provided gentleman aged 35 survives her; with policy. Solicitor, James Terrell, Esq., London.

To One-twenty-seventh of an Estate, value £15,000, in Railway Stock; lady aged 47. Solicitors, Messrs. Casson Perrott-Smith & Co., London.

To £6,011 of a Trust Fund; lady aged 58. Solicitors, Messrs. Gwynne-Griffith & Co., London.

To One-half of £902 Five per Cent. Great Western Railway Stock; gentleman aged 56. Solicitor, H. Jacob, Esq., London.

LIFE INTEREST of lady, aged 75, in a Trust Estate producing £2,245 per annum, with policy. Solicitor, E. M. Lazarus, Esq., London.

POLICY for £1,000. Solicitors, Messrs. Pears, Ellis, & Co., London.

HALF-SHARE IN LETTERS PATENT. Solicitors, Messrs. Routh, Stacey, & Castle, London.

GUARDIAN SHARES, &c.

(See advertisements, this week, back page.)

March 1.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold Shops and Residences at Shepherd's Bush and Earl's Court; all let upon leases. Solicitors, Messrs. M. & H Turner, London. (See advertisement, this week, p. 7.)

RESULT OF SALE.

Messrs. C. C. & T. MOORE sold, at the Mart, on Thursday, the Yard and Stabling adjoining the "Green Man," Leytonstone, £1,510. Freehold Ground-rent of £9 on Two Houses in Bow, 26 years' purchase. Three Plots of Land in Romford, £1 a foot frontage. Ten Leasehold Houses, Queen's-road, Plaistow, £1,200; and Seven Freehold Houses in the same neighbourhood, £1,255. Result of sale, £5,007.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIRMINGHAM CARBIDE CO, LIMITED—Creditors are required, on or before March 30, to send their names and addresses, together with full particulars of their debts or claims, to Elkanah Mackintosh Sharp, 120, Colmore row, Birmingham. Pinsent & Co, Birmingham, solors to liquidator

ISLE OF KENT STEAMSHIP CO (IN LIQUIDATION)—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to John Askew Dixon, 2, Collingwood st, Newcastle upon Tyne. Wilkinson & Marshall, Newcastle upon Tyne, solors to liquidator

RADFORD & BRIGHT, LIMITED—Petn for winding up, presented Feb 14, directed to be heard on Feb 28. W. H. Martin & Co, for David & Evans, 117, St Mary st, Cardiff, solors to petner Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 27

SAXTON & DAVIES (LIMITED)—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts, to W. S. Hogg, 270, Mansion House chmbrs, Bucklersbury

SECURITY CO, LIMITED—Creditors are required, on or before March 28, to send their names and addresses, and the particulars of their debts or claims, to James Ward Burchell and Ernest Holmwood, 5, The Sanctuary, Westminster. Burchell, The Sanctuary, solor to the liquidators

SUDWORTH & SETTLE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Charles Woodroffe Rogers, Temple bldgs, Albert st, Nottingham

FRIENDLY SOCIETIES DISSOLVED.

METROPOLITAN WINDOW CLEANERS' SOCIETY, LIMITED, 5, Curlew st, Horsleydown Feb 3

PENRHIWFER COLLIERIES FRIENDLY SOCIETY, Lewis's Arms Assembly Rooms, Penrhiwfer, Porth, Glam Feb 3

SONS OF KENT BIRMINGHAM BENEFIT SOCIETY, 172, Tabard st, Borough Feb 3

London Gazette.—TUESDAY, Feb. 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BLUEBELL PROPRIETARY CO, LIMITED—Creditors within the United Kingdom are required, on or before April 15, or elsewhere on June 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. Edmund Gerald Ashton, 69, Lombard st, Julius & Thomas, Finsbury circus, solors to liquidator

EXTRAVAGANZA SYNDICATE LIMITED—Creditors are requested, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Frank Rowley, 34 and 35, Gresham st

GOLDFIELDS OF SURINAM, LIMITED—Creditors are required, on or before April 3, to send their names and addresses, and the particulars of their debts or claims, to James Duris Pattullo, 71 and 72, King William st. Ingle Holmes & Sons, Broad st House, solors for liquidator

GERSHAM GOLD EXPLORING SYNDICATE, LIMITED—Creditors are required, on or before May 12, to send their names and addresses, and the particulars of their debts or claims, to Robert John Simons, 9, Austin Friars

HAWKES & GARDNER, LIMITED—By an order made by Mr. Justice Wright, dated Feb 10, it was ordered that the voluntary winding up of the company be continued Ford & Co, 27, Walbrook, for Ford, Portsmouth, solor for petner

I. C. MYERS & CO, LIMITED—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts and claims, to Edwin Hayes, 28, Basinghall-street

JOHANNESBURG MINING AND GENERAL SYNDICATE, LIMITED—Petn for winding up, presented Feb 8, directed to be heard on Feb 28. Browne, 13, King William st, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 27

JOHN A. THOMPSON, LIMITED—Petn for winding up, presented Feb 16, directed to be heard on Feb 28. Crump & Son, 10, Philpot lane, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 27

LLANFAIR MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Robert Vicars Critchley, 6, St. James's sq, Manchester

NEW HUDSON CYCLE EXTENSION, LIMITED—Creditors are required to send in particulars of claims or demands to Philip Bates, 110, Edmund st, Birmingham, on or before March 23

PERTH AND LONDON EXPLORERS, LIMITED—Creditors are required, on or before April 7, to send in their names and addresses, and the particulars of their debts or claims, to Charles Arthur Wright, 3, Gracechurch st. Norris & Martin, Bishopsgate st Within, solors for liquidator

PITTS, SON, & KING, LIMITED—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to William George Jefferys and William Barclay Peat, 58, Southside st, Plymouth. Ward & Co, King st, Cheapside, solors to liquidators

SALISBURY SHIPPING CO, LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts and claims, to Henry Chapman, 67, King st, South Shields

WARMINSTER NEW SHIRT DRESSING CO, LIMITED—By an order made by Mr. Justice Cozens-Hardy on Feb 5, it was ordered that the voluntary winding up of the company be continued. Crowders & Co, 55, Lincoln's inn fields, for Ponting, Warminster, solor for petner

WEST AUSTRALIAN (GOLD DISTRICT) TRADING SYNDICATE, LIMITED—Petn for winding up, presented Feb 16, directed to be heard Feb 28. Maddisons, 1, King's Arms yard, solors for petners, Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 27

WEST OF ENGLAND DIE SINKING CO, LIMITED—Creditors are required, on or before Feb 26, to send their names and addresses, and the particulars of their debts and claims, to Bertie Frank Smith, Victoria pl, Cheltenham. Earengey, Cheltenham, solor to liquidator

FRIENDLY SOCIETIES DISSOLVED.

CROFT FRIENDLY SOCIETY, Schoolroom, Croft, Leicester. Feb 9

FRIENDLY SICK AND BURIAL SOCIETY, Royal Oak Inn, Buckfastleigh, Devon. Feb 13

GAYTON CO-OPERATIVE SOCIETY, LIMITED, 5, High st, Gayton, Blisworth, Northampton Feb 13

LOYAL DUKE OF DEVONSHIRE LODGE, Devonshire Arms Inn, Baslow, Chesterfield, Derby Feb 9

ODDFELLOWS FRIENDLY SOCIETY, Station Hotel, Corsham, Wilts Feb 13

ROSE OF THE FOREST SICK AND BURIAL SOCIETY, Co-operative Hall, Bank st, Rawtenstall Manchester Feb 9

WATCH MAKERS' FRIENDLY BENEFIT SOCIETY, Garrick Tavern, Leman st, E Feb 13

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 9.

BRACEGIRDLE, WILLIAM, Woodcote, Salop, Farmer March 7 Bracegirdle v Bracegirdle, Stirling. J Elliott, Newport, Salop

STEATHAM, SAMUEL, Butcroft, Darlaston March 12 Steatham v Steatham, Byrne, J Slater, Darlaston

London Gazette.—FRIDAY, Feb. 16.

GUTTERES, FREDERIC EMANUEL, Rectory, Nymet Rowland, Devon March 13 Thomas v Gutteres, Byrne, J Pope, jun., Crediton

London Gazette.—TUESDAY, Feb. 20.

DYMOCK, THOMAS, Elstree, Hertford, Plumber March 22 Dymock v Bass, Kekewich, J Cornford, Lincoln's inn fields

SMALPAGE, JOHN HENRY, Firs, East Sheen, Surrey, Merchant Tailor March 28 Bartrum v Smalpage, Byrne, J Halse, Old Burlington st

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 16.

ALLAN, MARGARET, Eyemouth, Berwick March 6 Sanderson & Weatherhead, Berwick on Tweed

ANDREWS, JOHN, Birmingham, Beerhouse Keeper March 31 Bickley & Lynex, Birmingham

ATKINSON, WILLIAM, Kirklinton, Cumberland, Shoemaker March 10 Bendle & Son, Carlisle

BAKER, ALFRED JOSEPH, Queen Victoria st, Auctioneer March 1 Lawrance & Webster, Old Jewry chmbrs

BARKER, ELIZABETH GEORGINA PINDER, Torquay March 25 Lindop, Torquay

BASINET, LOUIS MARIE, Shanklin, I of W March 20 James & James, Ely pl

BEVAN, DAVID, Neath Abbey, Glam Feb 20 Cuthbertson & Powell, Neath

BILLINGSLEY, JOHN, Olton, Warwick, Railway Clerk March 25 East & Smith, Birmingham

BIRCH, THOMAS, Kensington March 16 Barber & Son, St Swithin's ln

BOOTH, JOHN BILLINGTON, Kensington March 31 Ashhurst & Co, Preston

BOTTOMLEY, JOSEPH, Brighouse, York May 1 Barber & Oliver, Brighouse

BULGIN, JOHN, and LETITIA BULGIN, Ilminster March 25 Paull, Ilminster

CAPARN, FRANCES, Upper Tooting April 12 Leslie & Hardy, Bedford row

CAREW, The Right Hon EMILY ANNE Lady, Belgrave sq March 16 Meynell & Pemberton, Old Queen st

CHESTHAM, JANE, Bow March 16 Double, Fore st

COCKERTON, HUGH HERRON, Hove, Sussex March 31 Ford, Brighton

COLES, ROBERT STRATTON, Brighton March 31 Gill, Devonport

COLLIS, ELIZABETH ELLEN NORAH, Middlesbrough Feb 20 Stubbs & Stubbs, Middlesbrough

COOKE, GEORGE, Kearsley, nr Bolton March 14 Bailey & Sons, Bolton

CORDWELL, HENRY THOMAS, Roupell st, Lambeth, Wood Turner March 30 Mann & Crimp, Essex st, Strand

COSTELLOE, BENJAMIN FRANCIS CONN, Grosvenor rd, Barrister March 31 Herbelet, Chancery ln

COWLEY, RICHARD, Hendon March 25 Homes & Son, Bedford row

CRAMPERN, ISABELLA, Upper Tooting April 12 Leslie & Hardy, Bedford row

CRISP, MARY ANN, Birmingham March 31 Bickley & Lynex, Birmingham

CUNNINGTON, ELIZA FRANCES, Chiswick March 16 Robins, Pancras ln

CURTIS, JOSEPH, Quainton, Bucks, Farmer March 10 Willis & Willis, Winslow

DENNETT, MARGARET AURELIA, Carisbrooke, I of W March 31 Bailey, jun, Newport, I of W

EVANS, HERBERT LUKE, Wadebridge, Cornwall March 22 Evans, Queen Victoria st

FAWBERT, WILLIAM HENRY, Bradford, Commercial Traveller March 31 Neill & Holland, Bradford

GEORGE, JABEZ, Wanborough, Wilts March 17 Withy, Swindon

GOMAN, ELIZABETH, Penge March 30 Mann & Crimp, Essex st, Strand

GROVER, JOB, Chilton, Suffolk, Farmer March 19 Ransom & Sons, Sudbury

HUDSON, FRANK, Sevenoaks, JP March 31 Hicks & Co, Old Jewry chmbrs

HUTCHINSON, BENJAMIN, Huddersfield March 31 Hall & Co, Huddersfield

JEPHSON, SARAH, Oxford March 31 Ley & Co, Carey st, Lincoln's inn

JOHNSTON, WILLIAM GRENVILLE, Kingston on Thames March 31 Lyell & Co, Fenchurch st

KINGMAN, THOMAS, Duddle Farm, nr Dorchester, Farmer March 20 Andrews & Co, Dorchester

KINLESIDE, EDWARD, Whicknam, Durham March 21 Mather & Dickinson, Newcastle upon Tyne

MILLES, Hon GEORGIANA GRACE, King's Lynn, Norfolk March 31 Farrer & Co, Lincoln's inn fields

MILNES, ELI, Horrogate, York, Architect March 31 Greaves & Greaves, Bradford

NICHOL, WILLIAM, Stanwix, Cumberland, Farmer March 10 Bendle & Son, Carlisle

OSBORNE, MARGARET ELLEN, Maidstone March 25 Greene & Underhill, Bedford row

PARFITT, CAROLINE HERAPATH, Gloucester March 31 Crossman & Co, Thornbury, RSO, Glos

PASCOE, WILLIAM BORLASE, Pimlico, Mining Engineer March 30 Hewitt & Urquhart, Leadenhall st

PETROCOCHINO, ALEXANDER PANDIA, Cleveland sq March 15 Markby & Co, Coleman st

PICKARD, WILLIAM, Sheffield, Manufacturing Chemist March 25 Irons, Sheffield

POWER, HENRY JAMES MANLEY, Newport, Mon, Solicitor March 31 Ward & Co, Newport

LAURANCEAU, ANDRÉ, Nimes, France, Paymaster-General Rehders & Higgs, Mincing ln

LEATHART, MARIA, Gateshead, Durham March 21 Mather & Dickinson, Newcastle on Tyne

LISTER, THOMAS CHESTER, Hove, Sussex March 31 Crosse & Sons, Lancaster pl, Strand

LONGBOTTOM, HARRIET, Sandal, nr Wakefield April 1 Mander & Co, Wakefield

REITH, ELIZABETH SUSAN, Ealing March 10 Walls & Stallard, Old Jewry

ROACH, ELIZABETH HARRIET, Clapham May 1 Fooks & Co, Carey st

ROBERTSON, MARY ANN, Leighton Buzzard March 22 Foord, Philpot ln

ROBINSON, WALTER ABRAHAM, Maidenhead, Butcher March 24 Forss, Maidenhead

SCHREIBER, Lieut. CLARE BASIL, South Kensington March 13 Hunters & Haynes, New sq, Lincoln's inn

SHREAD, THOMAS, Fillongley, Warwick March 19 Hughes & Masser, Coventry

SOUTHERN, WILLIAM HEATLEY, Prestwich, nr Manchester Feb 26 Farrington, Manchester

STEVENS, CHARLES, Swaffham Bulbeck, Cambridge, Wheelwright March 24 Ginn & Matthew, Cambridge

THOMSON, CHRISTINA CLELAND, Kensington March 31 Hughes & Masterman, New Broad st

TOBITT, JOHN, Witley, Surrey, Farmer March 20 Othen & Co, Godalming

TURRELL, JAMES, Greenhithe, Kent March 26 Mitchell & Macartney, Gravesend

WELSH, ANN, Carlisle March 10 Bendle & Son, Carlisle

WILMOT, Rev JOHN JAMES TALL, Torquay, Clerk March 31 St Barbe & Co, Delahay st, Westminster

WOODHEAD, HENRY CHARLES, Liverpool, Chemist March 16 Oliver & Co, Liverpool

WRIGHT, OCTAVIA LOUISA, Haverfordwest March 3 George, Haverfordwest

ZUNZ, SIEGFRIED RUDOLF, Metal Exchange bldgs, Metal Merchant March 28 Linklater & Co, Bond ct, Walbrook

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 16.

RECEIVING ORDERS.

ABBOTT, LUKE, Loscoe, Derbys, Grocer Derby Pet Feb 14 Ord Feb 14

ANDREWS, WILLIAM, Kingston upon Hull, Printer Kingston upon Hull Pet Feb 12 Ord Feb 12

BEAN, ROBERT, Upper Holloway, Fishmonger High Court Pet Jan 26 Ord Feb 12

BOOTH, JOSIAH, Morley, York, Grocer Dewsbury Pet Feb 14 Ord Feb 14

BOWER, ARTHUR DE COURCY, Duke st, St James's High Court Pet Dec 18 Ord Feb 12

BRYETT, F E, Copthall av, Solicitor High Court Pet Jan 12 Ord Feb 12

CLARKE, JOSEPH, Huddersfield, Tea Dealer Huddersfield Pet Feb 8 Ord Feb 8

CLARKE, THOMAS JAMES ROOPE, New Catton, Norwich, Coal Dealer Norwich Pet Feb 12 Ord Feb 12

CURTIS, JOACHIM VALENTIN, Chiswick, Master Mariner Brentford Pet Feb 13 Ord Feb 13

DAVIES, JAMES, Swansea, Boot Dealer Swansea Pet Feb 13 Ord Feb 13

EWEN, J D, Hanover sq High Court Pet Dec 7 Ord Feb 10

EYRE, JOHN HENRY, Kingston upon Hull, Fruit Dealer Kingston upon Hull Pet Feb 13 Ord Feb 13

FENTON, HOBSON, Thornhill Lees, York, Lime Merchant Dewsbury Pet Feb 13 Ord Feb 13

FORD, JOHN, Leeds, Game Dealer Leeds Pet Feb 14 Ord Feb 14

HAINSWORTH, JOHN SMITH, Rawdon, York, Company's Secretary Leeds Pet Feb 7 Ord Feb 7

HARRIS, FENTON GEORGE, Usk, Mon, Estate Agent Newport, Mon Pet Jan 29 Ord Feb 12

HASLAM, SAMUEL, Rochdale, Hardware Dealer Rochdale Pet Feb 12 Ord Feb 12

HENDERSON, THOMAS, Bedford, Schoolmaster Bedford Pet Feb 12 Ord Feb 12

HOLLANDS, ALFRED GEORGE, Luddesdown, nr Gravesend, Farmer Rochester Pet Feb 13 Ord Feb 13

IVORY, JAMES HARCOURT, Godalming Guildford Pet Sept 28 Ord Feb 13

JERMAN, DAVID, Llanidloes, Montgomery, Innkeeper Newtown Pet Feb 13 Ord Feb 13

LAMBERT, T HARRISON, Buckingham Palace rd, Company Promoter High Court Pet Jan 24 Ord Feb 14

LANE-FOX, LOUISA EMMA, South Eaton pl High Court Pet Feb 14 Ord Feb 14

LEGOOD, SAMUEL, North Shoebury, Essex, Millinery Manufacturer High Court Pet Feb 13 Ord Feb 13

LEVI, BARNET, Leeds, Slipper Maker Leeds Pet Feb 9 Ord Feb 9

MCCARTHY, CHARLES JAMES, Newport, Mon, Fruiterer Newport, Mon Pet Feb 7 Ord Feb 13

MCHALE, MARTIN, Liverpool, Comedian Liverpool Pet Feb 12 Ord Feb 12

MARKS, ABRAHAM, Salford, Watch Manufacturer Salford Pet Feb 12 Ord Feb 12

MAXWELL, R GRENFELL, Queen's Gate ter High Court Pet Jan 24 Ord Feb 14

NAYLOR, THOMAS, Leeds Leeds Pet Feb 9 Ord Feb 9

NOAD, JONATHAN, Road, Somerset, Butcher Frome Pet Feb 13 Ord Feb 13

ODGERS, THOMAS, Stithians, Cornwall, Farmer Truro Pet Feb 13 Ord Feb 13

PATTERSON, ALEXANDER, Southampton, Publican Southampton Pet Feb 13 Ord Feb 13

PEAT, THOMAS, Sale, Chester, Baker Manchester Pet Feb 13 Ord Feb 13

POWELL, HENRY JAMES, Clapham, Butcher Wandsworth Pet Feb 8 Ord Feb 12

SENDALL, STEPHEN, Norwich, Builder Norwich Pet Feb 14 Ord Feb 14

SMITH, ELIZABETH MARY, Gt Grimsby, House Furnisher Gt Grimsby Pet Feb 13 Ord Feb 13

SMITH, HENRY EDGAR Newport, Mon, Corn Merchant Newport, Mon Pet Feb 10 Ord Feb 12

SMITH, SIDNEY THOMAS, Peterborough, Newspaper Printer Peterborough Pet Feb 14 Ord Feb 14

STANFORD, EDWIN Horsham, Sussex, Butcher Brighton Pet Feb 14 Ord Feb 14

STUBBS, ROBERT, Ossett, York, Joiner Dewsbury Pet Feb 12 Ord Feb 12

SWALES, GEORGE HENRY, Stockton on Tees, Boot Dealer Stockton on Tees Pet Feb 12 Ord Feb 12

SYMMONS, BENJAMIN, Brighton, Electrical Engineer Brighton Pet Feb 14 Ord Feb 14

THOMAS, DAVID, Llanelly, Hosier Carmarthen Pet Feb 12 Ord Feb 12

TIMMINS, JOSEPH, Preston, Saddler Presston Pet Feb 13 Ord Feb 13

WALDRON, JOSHUA ARTHUR, Ramsgate, Tailor Canterbury Pet Feb 14 Ord Feb 14

WALKER, WILLIAM, and CHRISTOPHER GIBBS, Portsmouth, Fish Merchants Portsmouth Pet Feb 10 Ord Feb 10

FIRST MEETINGS.

BAILEY, THOMAS, Nelson, Lancs, Power Loom Tackler Feb 23 at 2 Exchange Hotel, Nicholas st, Burnley

BATESON, JOSEPH WILLIAM, Delph, nr Saddleworth, Yorks, Innkeeper Feb 27 at 12 Off Rec, Bank chmbrs, Queen st, Oldham

BEAN, ROBERT, Upper Holloway, Fishmonger Feb 26 at 2.30 Bankruptcy bldgs, Carey st

BERRY, GEORGE RUSSELL, Warwick, Licensed Victualler Feb 23 at 12 Off Rec, 17, Hertford st, Coventry

BOYCE, WILLIAM, New Walsoken, Norfolk, Draper Feb 24 at 12 30 Off Rec, 8, King st, Norwich

BRYETT, F E, Copthall av, Solicitor Feb 23 at 2.30 Bankruptcy bldgs, Carey st

CHINNERY, MORESBY, Lucknow, Bengal Feb 23 at 12 Bankruptcy bldgs, Carey st

CLARKE, JOSEPH, Dalton, Huddersfield, Tea Dealer Feb 26 at 12 Off Rec, 19, John William st, Huddersfield

CLEGG, JOHN, Whitworth, Lancs, Draper March 2 at 11 Townhall, Rochdale

DOWNING, JOSEPH WESLEY, Sale, Cheshire, Machinist Feb 23 at 3 Off Rec, Byrom st, Manchester

GALLOWAY, GEORGE, Pudsey, Yorks Feb 23 at 11 Rec, 31, Manor row, Bradford

HAINSWORTH, JOHN SMITH, Rawdon, York, Company's Secretary Feb 23 at 11 Off Rec, 22, Park row, Leeds

HARRIMAN, WILLIAM, and CHARLES HENRY HARRIMAN, Loughborough, Cycle Makers Feb 23 at 12 Off Rec, 1, Berridge st, Leicester

HINSON, WILLIAM, and HENRY HINSON, Stamford, Lincoln, Builders Feb 23 at 2 Law Courts, New rd, Peterborough

HOLLINGBERY, GEORGE HENRY, Lewisham March 2 at 11.30 Cups Hotel, Colchester

KINNELL, WALTER JAMES, Paddock Wood, Kent, Hop Wirework Erector Feb 26 at 12.30 24, Railway app, London Bridge

LANGHAM, JOSEPH, and JOHN WILLIAM LANGHAM, Leicester, Cycle Manufacturers Feb 23 at 3 Off Rec, 1, Berridge st, Leicester

LEVI, BARNET, Leeds, Slipper Maker Feb 23 at 11.30 Off Rec, 22, Park row, Leeds

MARKS, ABRAHAM, Higher Broughton, Salford, Watch Manufacturer Feb 23 at 2.30 Off Rec, Byrom st, Manchester

MATTHEWS, GEORGE HARRY, Great Grimsby, Fish Merchant Feb 23 at 11 Off Rec, 15, Osborne st, Great Grimsby

MURRAY, WILLIAM, Heigham, Norwich, Surveyor Feb 24 at 11.30 Off Rec, 8, King st, Norwich

NAYLOR, THOMAS, Leeds Feb 23 at 12 Off Rec, 22, Park row, Leeds

NYE, THOMAS, WILLIAM NYE, and JOHN NYE, Ealing, Builders Feb 26 at 3 Bankruptcy bldgs, Carey st

ODGERS, THOMAS, Stithians, Cornwall, Farmer Feb 26 at 12 Off Rec, Boscawen st, Truro

POTTS, THOMAS TODD, Gt Yarmouth, Tobacconist Feb 24 at 1 Off Rec, 8, King st, Norwich

RARPH, WILLIAM BARTHOLOMEW, Hackney, Butcher Feb 26 at 12 Bankruptcy bldgs, Carey st

RANDALL, JAMES ALFRED, Battersea, Monumental Sculptor

RICKARD, ALFRED HENRY, Plymouth, Tailor Feb 27 at 11 Off Rec, 6, Athenæum ter, Plymouth

ROBINSON, FRANCIS MATTHEWS, Hagworthingham, Lincs, Farmer Feb 23 at 12 Off Rec, 31, Silver st, Lincoln

ROSE, HERBERT, Halesworth, Suffolk, Innkeeper Feb 24 at 12 Off Rec, 8, King st, Norwich

SERGISON, EMILY, Preston, Pawnbroker Feb 26 at 3 Off Rec, 14, Chapel st, Preston

STEPHENS, THOMAS JOHN, St Neot, Cornwall, Farmer Feb 23 at 11 Off Rec, 6, Athenæum ter, Plymouth

TAYLOR, JAMES FRANCIS, Nottingham, Cab Proprietor Feb 23 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

THOMAS, MARTHA JANE, Swansea Feb 23 at 12 Off Rec, 31, Alexandra rd, Swansea

WALKER, WILLIAM, and CHRISTOPHER GIBBS, Portsmouth, Fish Merchants Feb 22 at 3 Off Rec, Cambridge june, High st, Portsmouth

WATSON, WILLIAM EDWARD, Croydon, Slater Feb 26 at 11.30 24, Railway app, London Bridge

WHEELER, CHARLES STANLEY, Fore st av, Bib Manufacturer Feb 26 at 11 Bankruptcy bldgs, Carey st

WRIGHT, KATE, Tenby, Pembroke, Fruiterer Feb 23 at 2.30 Temperance Hall, Pembroke Dock

ADJUDICATIONS.

ABBOTT, LUKE, Loscoe, Derbys, Grocer Derby Pet Feb 14 Ord Feb 14

ANDREWS, WILLIAM, Kingston upon Hull, Printer Kingston upon Hull Pet Feb 12 Ord Feb 12

BURNAL, GREVILLE HUGH WOODLEY, Bury st, St James's Pet Oct 13 Ord Feb 12

BOOTH, JOSIAH, Morley, York, Grocer Dewsbury Pet Feb 14 Ord Feb 14

CLARKE, JOSEPH, Dalton, Huddersfield, Tea Dealer Huddersfield Pet Feb 8 Ord Feb 8

CLARKE, THOMAS JAMES ROOPE, New Catton, Norwich, Coal Dealer Norwich Pet Feb 12 Ord Feb 12

CORKILL, JOHN, Liverpool, Builder Liverpool Pet Feb 9 Ord Feb 12

DAVIES, JAMES, Swansea, Boot Dealer Swansea Pet Feb 13 Ord Feb 13

DIXON, WILLIAM ALFRED, Dover, Bricklayer Canterbury Pet Jan 18 Ord Feb 13

EYRE, JOHN HENRY, Kingston upon Hull, Fruit Dealer Kingston upon Hull Pet Feb 13 Ord Feb 13

FENTON, HOBSON, Thornhill Lees, York, Lime Merchant Dewsbury Pet Feb 13 Ord Feb 13

FORD, JOHN, Leeds, Game Dealer Leeds Pet Feb 14 Ord Feb 14

HAINSWORTH, JOHN SMITH, Rawdon, York, Company's Secretary Leeds Pet Feb 7 Ord Feb 7

HANHAM, ERNEST EDWARD, Southsea, Hants, Borough Auditor Portsmouth Pet Jan 17 Ord Feb 9

HASLAM, SAMUEL, Rochdale, Hardware Dealer Rochdale Pet Feb 12 Ord Feb 12

HENDERSON, THOMAS, Bedford, Schoolmaster Bedford Pet Feb 12 Ord Feb 12

HOLLANDS, ALFRED GEORGE, Luddesdown, nr Gravesend, Farmer Rochester Pet Feb 13 Ord Feb 13

HUNTER, WILLIAM MOTLEY, Kingston upon Hull, Commission Agent Kingston upon Hull Pet Feb 2 Ord Feb 13

JERMAN, DAVID, Llanidloes, Montgomery, Innkeeper Newtown Pet Feb 13 Ord Feb 13

LANE-FOX, LOUISA EMMA, South Eaton pl High Court Pet Feb 14 Ord Feb 14

LEVI, BARNEY, Leeds, Slipper Maker Leeds Pet Feb 9 Ord Feb 9

MCCARTHY, CHARLES JAMES, Newport, Mon, Fruiterer Newport, Mon Pet Feb 7 Ord Feb 13

MCHALE, MARTIN, Liverpool, Comedian Liverpool Pet Feb 12 Ord Feb 12

MANFIELD, HERBERT, Kilburn, nr Easingwold, Yorks, Farmer Northallerton Pet Jan 15 Ord Feb 12

MARKS ABRAHAM, Salford, Watch Manufacturer Salford Pet Feb 12 Ord Feb 12

NAYLOR, THOMAS, Leeds Leeds Pet Feb 9 Ord Feb 9

NOAD, JONATHAN, Road, Somerset, Butcher Frome Pet Feb 13 Ord Feb 13

ODGERS, THOMAS, Stithians, Cornwall, Farmer Truro Pet Feb 13 Ord Feb 13

PATTERSON, ALEXANDER, Freemantle, Southampton, Publican Southampton Pet Feb 13 Ord Feb 13

POTTS, THOMAS TODD, Great Yarmouth, Tobacconist Great Yarmouth Pet Jan 25 Ord Feb 13

RIDOUT, CHARLES HENRY, and CHARLES NATHANIEL HOLNESS, Herne Bay, Kent, Builders Canterbury Pet Jan 11 Ord Feb 13

RITCHIGS, CHARLES HENRY, Reigate, Surrey, Farmer Croydon Pet Jan 29 Ord Feb 6

ROBERTS, EDWIN WESLEY, Cardiff, Picture Frame Maker Cardiff Pet Jan 13 Ord Feb 13

SENDALL, STEPHEN, Norwich, Builder Norwich Pet Feb 14 Ord Feb 14

SERGISON, EMILY, Preston, Pawnbroker Preston Pet Jan 23 Ord Feb 13

SIMPSON, ALBERT EDWARD, Liscard, Cheshire, Grocer Birkenhead Pet Jan 24 Pet Feb 13

SMITH, ELIZABETH MARY, Great Grimsby, House Furnisher Great Grimsby Pet Feb 13 Ord Feb 13

SMITH, SIDNEY THOMAS, Peterborough, Newspaper Printer Peterborough Pet Feb 14 Ord Feb 14

STANFORD, EDWIN, Horsham, Sussex, Butcher Brighton Pet Feb 14 Ord Feb 14

STUBBS, ROBERT, Ossett, York, Joiner Dewsbury Pet Feb 12 Ord Feb 12

SWALES, GEORGE HENRY, Stockton on Tees, Boot Dealer Stockton on Tees Pet Feb 12 Ord Feb 12

SYMMONS, BENJAMIN, Brighton, Electrical Engineer Brighton Pet Feb 14 Ord Feb 14

TAYLOR, JAMES FRANCIS, Nottingham, Cab Proprietor Nottingham Pet Feb 8 Ord Feb 13

THOMAS, DAVID, Llanelly, Hosier Carmarthen Pet Feb 12 Ord Feb 12

TIMMIS, JOSEPH, Preston, Saddler Preston Pet Feb 13 Ord Feb 13

WALDRON, JOSHUA ARTHUR, Ramsgate, Tailor Canterbury Pet Feb 14 Ord Feb 14

WALKER, WILLIAM, and CHRISTOPHER GIBBS, Hull, Fish and Oil Merchants Portsmouth Pet Feb 10 Ord Feb 10

WATSON, WILLIAM EDWARD, Croydon, Slater Croydon Pet Feb 5 Ord Feb 10

WHEELER, CHARLES STANLEY, Fore st Av, Bib Manufacturer High Court Pet Feb 9 Ord Feb 14

London Gazette.—TUESDAY, Feb. 20.

RECEIVING ORDERS.

ATKINSON, JOHN THOMAS, Bolton, Licensed Victualler Bolton Pet Feb 17 Ord Feb 17

BELL, GEORGE, Wormley, nr Broxbourne, Butcher Hertford Pet Feb 15 Ord Feb 15

BONNEY, WILLIAM, Preston, Assurance Agent Preston Pet Feb 16 Ord Feb 16

BOSTHROYE, JAMES, Liverpool, Brewer Liverpool Pet Jan 30 Ord Feb 15

BOTTOMLEY, THOMAS, Livernedge, York, Chemical Manufacturer Dewsbury Pet Jan 31 Ord Feb 15

BURROWS, HENRY AQUILA, Nottingham, Cabinet Maker Nottingham Pet Feb 17 Ord Feb 17

DAVIS, JOHN, Bristol, Commission Agent Bristol Pet Dec 30 Ord Feb 16

DORMAN, BROWN, & Co, Talbot ct, Gracechurch st, Merchants High Court Pet Dec 5 Ord Feb 3

EARLE, ARTHUR REGINALD, St Miles, Norwich, Electrical Engineer Norwich Pet Feb 17 Ord Feb 17

EDMONDS, CLEMENT WELLER, Small Heath, Birmingham, Factor Birmingham Pet Feb 16 Ord Feb 16

GREEN, DANIEL, Clerkenwell, Dairyman High Court Pet Feb 16 Ord Feb 16

GREENHALGH, CHRISTOPHER, Haulgh, Bolton, Fish Dealer Bolton Pet Feb 15 Ord Feb 15

GREY, GEORGE, Headley, Surrey Croydon Pet Feb 15 Ord Feb 15

GRIPPER, HORACE G, Ware, Herts High Court Pet Sept 26 Ord Feb 16

HALL, JOSIAH JAMES, Bristol, Commission Agent Bristol Pet Dec 30 Ord Feb 16

HARDING, JOSEPH HENRY, Cotheridge, Worcesters, Farmer Worcester Pet Feb 15 Ord Feb 15

HEDLEY, ELLIOTT BAXTER, Stockton on Tees, Auctioneer Stockton on Tees Pet Feb 14 Ord Feb 14

HILLS, JAMES, Redditch, Worcester, Draper Birmingham Pet Feb 14 Ord Feb 14

KEEN, WILLIAM ALFRED, and FREDERICK HERBERT KEEN, Weston super Mare, Builders Bridgwater Pet Feb 16 Ord Feb 16

LILLY, WILLIAM GENT, Regent st, Builder High Court Pet Jan 25 Ord Feb 17

MAY, CHARLES HORSWELL, Stoke, Devonport, Carpenter Plymouth Pet Feb 16 Ord Feb 16

NEWTON, JOSEPH, Wilmslow, Chester, Farmer Manchester Pet Feb 15 Ord Feb 15

OVERTON, WILLIAM, Scarborough, Builder Scarborough Pet Feb 15 Ord Feb 15

POTTS, WILLIAM, Stockport Macclesfield Pet Feb 16 Ord Feb 16

ROBINSON, JAMES OCTAVIUS, Worthing, Fruitgrower Brighton Pet Feb 16 Ord Feb 16

ROEBUCK, THOMAS, Rotherham, York, Engine Tenter Sheffield Pet Feb 15 Ord Feb 15

ROTHERHAM, C TALBOT, St Helen's pl, Financial Agent High Court Pet Nov 29 Ord Feb 15

SCHIELKE, ADOLF, Hackney, Baker High Court Pet Jan 23 Ord Feb 15

SHAKESPEAR, SAMUEL HENRY, Leicester, Cycle Dealer Leicester Pet Jan 27 Ord Feb 14

SHRIMPTON, JAMES, Redditch, Worcesters, Builder Birmingham Pet Feb 15 Ord Feb 15

SLINGSBY, WILLIAM, Shipley, Yorks, Watchman Bradford Pet Feb 17 Ord Feb 17

SMITH, ALBERT JAMES, Harleaden, Oilman High Court Pet Feb 16 Ord Feb 16

SUNLEY, WILLIAM, Whitby, Yorks, Gardener Stockton on Tees Pet Feb 14 Ord Feb 14

WITHYCOMBE, CHARLES HENRY, City rd, Licensed Victualler High Court Pet Jan 19 Ord Feb 15

WRIGHT, GEORGE WILLIAM, Pakefield, Suffolk, Upholsterer Gt Yarmouth Pet Feb 17 Ord Feb 17

Amended notice substituted for that published in the London Gazette of Jan 19:

MARCHANT, HARRY, Thornton Heath, Surrey, Builder Croydon Pet Dec 6 Ord Jan 16

Amended notice substituted for that published in the London Gazette of Jan 26:

HILCKES, HEINRICH GUSTAV, Lee, Kent, Publisher Greenwich Pet Nov 24 Ord Jan 24

RECEIVING ORDER RESCINDED.

DODSON, ERNEST, Hastings, Stock Dealer High Court Rec Ord Dec 12 Resc Feb 16

FIRST MEETINGS.

ALPE, ROBERT JOHN, Handsworth, Engineer Feb 27 at 11 174, Corporation st, Birmingham

BOGUE, FRANCIS, Holyhead, Cattle Dealer March 1 at 12 Magistrates' Room, Bangor

BOSTHROYE, JAMES, Liverpool, Brewer Feb 28 at 12.30 Off Rec, 35, Victoria st, Liverpool

BOWER, ARTHUR DE COURCY, Duke st, St James's Feb 27 at 11 Bankruptcy bldgs, Carey st

CROWTHER, THOMAS, Todmorden, Estate Agent March 1 at 2 Railway Hotel, Todmorden

EYRE, JOHN HENRY, Kingston upon Hull Fruit Dealer Feb 27 at 11 Off Rec, Trinity House ln, Hull

FENTON, HOBSON, Thornhill Lees, York, Lime Merchant Feb 28 at 11.30 Off Rec, Bank chmbrs, Batley

FORD, JOHN, Leeds, Game Dealer Feb 28 at 11 Off Rec, 22, Park row, Leeds

GENT, GEORGE ALBERT, Leicester, Brewer's Cellarman Feb 28 at 12 30 Off Rec. 1, Berridge st, Leicester

GODLIED, KARL, Sheffield, Glazier Feb 27 at 12 Off Rec, Figtree ln, Sheffield

GREENHALGH, CHRISTOPHER, Bolton, Fish Dealer March 1 at 11 16 Wood st, Bolton

GUEST, THOMAS, Sheffield, Commercial Clerk Feb 27 at 12.30 Off Rec, Figtree ln, Sheffield

HARGREAVES, JOSEPH WILLIAM, Blackpool, Joiner March 2 at 2 30 Off Rec, 14, Chapel st, Preston

HENDERSON, THOMAS Bedford, Schoolmaster Feb 28 at 12 Off Rec, 1A, St Paul's sq, Bedford

HOLLANDS, ALFRED GEORGE, Luddesdown, nr Gravesend Farmer March 5 at 11 30 115, High st, Rochester

HUGHES, HENRY, Llanbrynmair, Farmer Feb 27 at 12.15 Townhall, Aberystwith

JOHNSON, WILLIAM HENRY, Gt Grimsby Feb 27 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby

LAMBERT, T HARRISON, Buckingham Palace rd, Company Promoter Feb 27 at 12 Bankruptcy bldgs, Carey st

LANE-FOX, LOUISA EMMA, South Eaton pl Feb 28 at 12 Bankruptcy bldgs, Carey st

LEGGETT, JAMES, Scunthorpe, Lincs, Grocer Feb 27 at 11 Off Rec, 15, Osborne st, Gt Grimsby

LEGOOD, SAMUEL, Golden ln, St Luke's, Millinery Manufacturer Feb 28 at 2.30 Bankruptcy bldgs, Carey st

MCHALE, MARTIN, Liverpool, Comedian Feb 28 at 12 Off Rec, 35, Victoria st, Liverpool

MALLETT, WALTER HENRY, Tamworth, Newsagent March 2 at 2.30 Peel Arms Hotel, Tamworth

MARSHALL, JOHN, St Leonards on Sea, Hotel Proprietor Feb 28 at 2.30 Off Rec, 24, Railway app, London Bridge

MAXWELL, R. GRENFELL, Queen's Gate ter Feb 27 at 11 Bankruptcy bldgs, Carey st

MONK, FRANK, and JOSEPH SHAKESPEARE, Accrington, Tea Dealers Feb 27 at 3 Off Rec, 14, Chapel st, Preston

PATTERSON, ALEXANDER, Southampton, Publican March 1 at 3.15 Off Rec, 172, High st, Southampton

PITTAM, EDWARD DEAN, and EDWIN ERNEST MALINS, Sparkhill, Worcester, Cabinet Makers March 1 at 11 174, Corporation st, Birmingham

SHAKESPEAR, SAMUEL HENRY, Leicester, Cycle Dealer Feb 28 at 3 Off Rec, 1, Berridge st, Leicester

SHORT, WILLIAM, Tipton, Grocer March 1 at 10.30 Off Rec, Wolverhampton st, Dudley

SMITH, ALBERT JAMES, Harleaden, Oilman Feb 27 at 2.30 Bankruptcy bldgs, Carey st

SMITH, SYDNEY THOMAS, Peterborough, Newspaper Printer Feb 27 at 12 Law Courts, New rd, Peterborough

STANFORD, EDWIN, Horsham, Sussex, Butcher March 1 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton

STEVENS, A H BRUNEL, Earl's Court March 1 at 12 Bankruptcy bldgs, Carey st

STUBBS, ROBERT, Ossett, York, Joiner Feb 28 at 3 Off Rec, Bank chmbrs, Batley

SWALES, GEORGE HENRY, Stockton on Tees, Boot Dealer Feb 28 at 3 Off Rec, 8, Albert rd, Middlesborough

SYMMONS, BENJAMIN, Brighton, Electrical Engineer Feb 28 at 2 Off Rec, 24, Railway app London Bridge

THOMAS, DAVID, Llanelly, Hosier March 3 at 11 Off Rec, 4, Queen st, Carmarthen

WALDRON, JOSHUA ARTHUR, Ramsgate, Tailor March 8 at 9.30 Off Rec, 73, Castle st, Canterbury

WESTWELL, THOMAS, Clayton le Moors, Lancs, Mill Manager March 7 at 12 30 County Court house, Blackburn

WILSON, DAVID, Downderry, Cornwall, Licensed Victualler March 1 at 11 Off Rec, 6, Athenæum ter, Plymouth

WINTER, CHARLES, King's Heath, Worcester, Plumber Feb 28 at 11 174, Corporation st, Birmingham

WRIGHT, JAMES, Luton, Bedford, Straw Hat Manufacturer Feb 28 at 11.30 Off Rec, 1A, St Paul's sq, Bedford

ADJUDICATIONS.

ALPE, ROBERT JOHN, Handsworth, Engineer Birmingham Pet Jan 17 Ord Feb 17

ATKINSON, JOHN THOMAS, Bolton, Licensed Victualler Bolton Pet Feb 17 Ord Feb 17

BELL, GEORGE, Wormley, nr Broxbourne, Butcher Hertford Pet Feb 15 Ord Feb 15

BONNEY, WILLIAM, Preston, Assurance Agent Preston Pet Feb 16 Ord Feb 16

BURROWS, HENRY AQUILA, Nottingham, Cabinet Maker Nottingham Pet Feb 17 Ord Feb 17

CLEGG, JOHN, Whitworth, Lancs, Draper Rochdale Pet Jan 26 Ord Feb 15

EARLE, ARTHUR REGINALD, St Miles, Norwich, Electrical Engineer Norwich Pet Feb 17 Ord Feb 17

EDMONDS, CLEMENT WELLER, Birmingham, Factor Birmingham Pet Feb 16 Ord Feb 16

FULFORD, JOHN HENRY, Bristol, Professor of Music Bristol Pet Jan 30 Ord Feb 16

GREEN, DANIEL, Clerkenwell, Dairyman High Court Pet Feb 16 Ord Feb 16

GREENHALGH, CHRISTOPHER, Bolton, Fish Dealer Bolton Pet Feb 15 Ord Feb 15

HARDING, JOSEPH HENRY, Cotheridge, Worcester, Farmer Worcester Pet Feb 15 Ord Feb 15

HEDLEY, ELLIOTT BAXTER, Stockton on Tees, Auctioneer Stockton on Tees Pet Feb 14 Ord Feb 14

MAY, CHARLES HORSWELL, Stoke, Devonport, Carpenter Plymouth Pet Feb 16 Ord Feb 16

NEWTON, JOSEPH, Wilmslow, Chester, Farmer Manchester Pet Feb 15 Ord Feb 15

OVERTON, WILLIAM, Scarborough, Builder Scarborough Pet Feb 15 Ord Feb 15

PITTAM, EDWARD DEAN, and EDWIN ERNEST MALINS, Sparkhill, Worcester, Cabinet Makers Birmingham Pet Feb 6 Ord Feb 12

POTTS, WILLIAM, Stockport Macclesfield Pet Feb 16 Ord Feb 16

POWELL, HENRY JAMES, Clapham, Butcher Wandsworth Pet Feb 8 Ord Feb 15

PRICE, HUBERT, King's Heath, Worcester, Engineer Birmingham Pet Feb 17 Ord Feb 17

ROBINSON, JAMES OCTAVIUS, Worthing, Fruitgrower Brighton Pet Feb 16 Ord Feb 16

ROEBUCK, THOMAS, Rotherham, Yorks, Engine Tenter Sheffield Pet Feb 15 Ord Feb 15

SHRIMPTON, JAMES, Redditch, Builder, Birmingham Pet Feb 15 Ord Feb 15

STEVENS, ARTHUR HORSLEY BRUNEL, Earl's Court High Court Pet Jan 11 Ord Feb 17

SUNLEY, WILLIAM, Whitby, York, Gardener Stockton on Tees Pet Feb 14 Ord Feb 14

TOMS, HAROLD WOODMAN, Kensington High Court Pet Nov 29 Ord Feb 15

WADLEY, WILLIAM JOHN, Worcester, Chimney Sweep Worcester Pet Jan 26 Ord Feb 14

WINTER, CHARLES, King's Heath, Worcester, Plumber Birmingham Pet Jan 24 Ord Feb 17

WRIGHT, GEORGE WILLIAM, Pakefield, Suffolk, Upholsterer Gt Yarmouth Pet Feb 17 Ord Feb 17

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.